



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Creating Community Through People, Parks and Programs"

Russ Guiney, Director

May 1, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A LANDSCAPE AND GROUND MAINTENANCE CONTRACT
TO PROVIDE SERVICES FOR TESORO DEL VALLE AREA, ZONE 74
PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972
(Fifth District - 3 Vote Matter)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that this project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to the State CEQA Guidelines and the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987 cited herein.
2. Find that the recommended contract for landscape and ground maintenance services can be more economically performed by an independent contractor than by County employees for the Tesoro Del Valle Area, Zone 74 (Zone 74).
3. Approve and instruct the Chairman to sign the attached two (2) year contract with Oakridge Landscape, Inc. for the landscape and grounds maintenance services for Zone 74 for a total maximum contract cost of \$226,510 per year, for two (2) years upon Board approval, with three (3) one-year renewal options.
4. Authorize the Director of Parks and Recreation (Director) to exercise the Contract renewal options annually, if in the opinion of the Director, the contractor has successfully performed the previous contract period and the services are still required and cost effective, and which may include a cost of living adjustment, (COLA) per option year as determined by the Chief Administrative Office (CAO).

5. Authorize the Director to annually expend up to \$291,000 per year for unforeseen services/emergencies, additional work within the scope of the contract, which could increase the total annual contract cost to a maximum of \$517,510 per year.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Department of Parks and Recreation (Department) administers, through its Special Landscape Maintenance Districts (Districts), 44 separate landscape maintenance zones covering approximately 1,400 acres of natural and irrigated landscaped areas that are funded from property assessments on approximately 25,000 parcels pursuant to Landscaping and Lighting Act of 1972.

The recommended contract is for landscape and ground maintenance services in Zone 74. The award of this contract is a part of the Department's continuing effort to provide the best possible service to the public in a cost-effective manner. This recommendation is based upon a finding that an independent contractor can more economically perform the landscape and ground maintenance services.

The proposed contract services will enable the Department to commence landscape and ground maintenance services in Zone 74. The recommended contract will be funded through direct assessments on Zone 74 properties.

Implementation of Strategic Plan Goals

The proposed contract with Oakridge Landscape will further the County's Strategic Plan Goal One (Service Excellence) and Goal Four (Fiscal Responsibility) through the provision of quality maintenance services at a savings over County costs.

FISCAL IMPACT/FINANCING

The recommended actions will not have an impact on the County's General Fund as the services are funded through special benefit assessments on properties in Zone 74. Sufficient appropriation is budgeted in the Special Districts' Fiscal Year 2007-08 budget to fund the costs of the recommended contract and unforeseen service/emergency needs, including the recent Board action to increase the living wage rates.

The annual contract and avoidable Departmental cost of \$307,894 to provide landscape and ground maintenance services for Zone 74 is \$64,446 less than the estimated County cost of \$243,448 to perform similar services for one year (Attachment I).

In accordance with County policy, the Contract contains a COLA provision whereby the Director, at his sole discretion may increase the contractor's compensation during the option years. The decision to include the COLA is based on the Department's

experience that contractors may incur an increase in costs, such as insurance premium, fuel, etc., during option years, which could impact their performance. As a result, this provision allows the Director to review cost information and determine if a COLA is justified subject to approval by the CAO. The Department will comply with the newly adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the contractor can show that his/her labor cost will actually increase.

To manage unforeseen service/emergency needs affecting the landscape maintenance areas, the Department is recommending that your Board authorize the Director to approve additional services on an as-needed basis within the scope of work up to an annual amount not to exceed \$291,000 for the Tesoro Del Valle, Zone 74. Although this amount initially may be needed to restore landscape areas or to correct plant condition problems, however, as these corrections are made the need for future such expenditures may be reduced.

Although the base contract amount includes regularly scheduled maintenance activities, the unforeseen service/emergency needs provides for maintenance activities that are not anticipated or do not occur on a regular basis. These services may include repairs and replacement of landscaping that may be requested by homeowners and homeowner associations or damage caused by severe weather; repairs to or replacement of infrastructures such as irrigation systems due to vandalism; emergency services to minimize erosion, mitigate slope failures or maintain public safety; and the replacement or the repair of the infrastructure in order to adequately maintain zone improvements.

Zone 74 includes an area approximately 5.9 acres designated for the Holly Leaf Cherry Woodland Mitigation Program. This mitigation program, monitored by the Department of Regional Planning is to preserve, protect and establish a Holly Leaf Cherry Tree habitat. The Department of Regional Planning is working with the developer, who is currently responsible for maintaining this area. The Holly Leaf Cherry Woodland Mitigation Program will continue until March 2009. The District's responsibility for maintaining the Holly Leaf Cherry Woodland Mitigation Program will begin after acceptance by the County in compliance with the requirements established by the Department of Regional Planning.

The Department will not request the contractor to perform services that will exceed the approved maximum contract amount, including the additional services authorization, or services that are outside the scope of work or contract dates without the prior approval of the Board.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with the provisions of Los Angeles County Code Sections 2.121.250 through 2.121.420, this Department solicited proposals from private contractors for landscape and ground maintenance services for Zone 74. The mandatory requirements for contracting, as identified in Section 2.121.380 of the Los Angeles County Code, have been met. The Proposition A cost analysis indicating that the recommended contracted landscape maintenance services can be performed more economically by the private sector are attached (Attachments I, II and III).

The term of the contract is for two (2) years and includes a provision whereby the Director may annually extend the contract for up to three (3) one-year option periods. The Director may exercise options if, in his opinion, the Contractor has successfully performed in the previous contract period and the services are still required and cost effective. The contractor agreed to pay its full time employees the new Living Wage rate adopted by your board February 16, 2007 and confirms that it will comply with the County's Living Wage reporting requirements.

The Department will comply with the newly adopted Board policy to exclude the cost of labor from the base upon which a COLA is calculated, unless the Contractor can show that its labor cost will actually increase.

The California State Department of Industrial Relations, Division of Labor Standards Enforcement, has returned its report indicating no negative information on the Contractor.

This contract contains the County's standard provisions regarding contractor obligations and is in compliance with all Board and Chief Administrative Officer requirements.

Oakridge Landscape, Inc. has executed the attached contract and will provide the required insurance policy prior to the start of this contract naming the County of Los Angeles as an additional insured.

County Counsel has approved the contract as to form.

ENVIRONMENTAL DOCUMENTATION

The approval of this Contract is categorically exempt from CEQA in accordance with Section 15301(h) of the State CEQA Guidelines and Class 1(j) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because the project involves maintenance of existing landscaping.

CONTRACTING PROCESS

On March 23, 2006, the Department commenced solicitation for landscape and ground maintenance services by posting a notice for this Request For Proposals (RFP) on the County of Los Angeles "Doing Business with Us" Website and included a link to download the solicitation package and bilingual instructions on how to contact the Department regarding this RFP. Attachment V is a listing of contractors who are registered for landscape services on the Internal Services Department's Website, and received notification of this project. In addition, prospective contractors were solicited by placing a legal ad in The Signal, Santa Clarita Valley Newspaper.

On April 19, 2006, nine (9) companies attended the Proposer's Conference. On May 1, 2006, the Department received seven (7) proposals. All proposals were first reviewed to ensure compliance with mandatory minimum requirements outlined in the RFP.

Based on this review, three contractors failed to meet the "Annual Minimum Hours", as provided for in the minimum mandatory requirements. On July 14, 2006, Oakridge Landscape Inc. filed a protest indicating that the work could be performed with fewer hours than indicated in the RFP. After review, the Department reconsidered its Statement of Work requirements, and on August 10, 2006, the Department issued an addendum eliminating the requirement for "Annual Minimum Hours", and notifying all Proposers including the three disqualified contractors to revise their cost proposals and resubmit their revised documents to the Department.

On August 17, 2006, the Department received five (5) revised proposals, which were evaluated by the evaluation committee, consisting of three (3) members; a Department employee, an employee with the County of Los Angeles Department of Beaches and Harbor, and an employee with the County of Los Angeles Department of Human Resources, Office of Public Safety. The committee reviewed each proposal for business experience, qualifications, staffing requirements, compliance with the Living Wage Program requirements, quality control plan and the ability to accomplish the required landscape and grounds maintenance services.

The highest ranked Proposer declined to accept the contract based on a County change in the formula to determine the cost of living adjustment which became effective for all service contracts after October 26, 2006. The next highest rated responsive and responsible Proposer was Oakridge Landscape, Inc., who agreed to the revised cost of living adjustments. It is recommended that this contract be awarded to Oakridge Landscape, Inc.

Proposition A contracts valued under \$1 million are no longer reviewed by the Auditor-Controller for cost-effectiveness, as stated in their memo of October 2, 2003.

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Therefore, the Proposition A cost analysis was performed internally using the guidelines and methodologies consistent with the Auditor-Controller procedures.

Attachment IV reflects the Proposer's minority participation. It should be noted that upon final analysis and award, the contractor was selected without regard to gender, race, creed or color.

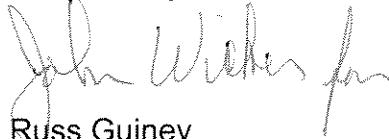
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County personnel as these services are currently being performed by the private sector. It is anticipated that this contract will commence after Board's approval. Therefore, there will be no impact to existing staff or service levels.

CONCLUSION

It is requested that a certified copy of the action taken by your Board and a fully executed copy of the attached contract be mailed to Oakridge Landscape, Inc., Attention: Mr. Jeffrey Myers, 8618 Haskell Avenue, North Hills, California, 91343. It is also requested that four (4) conformed copies be forwarded to this Department.

Respectfully submitted,



Russ Guiney
Director

RG: KH: AA

Attachments

c: Executive Officer (22)
Chief Administrative Officer
County Counsel

**County's Estimated Avoidable Costs Compared to Oakridge Landscape, Inc.
for TESORO DEL VALLE ZONE NO. 74 LANDSCAPE MAINTENANCE**

COUNTY COSTDirectSalaries

Position	Salaries & Employee Benefits (1)	No. of Positions (2)	No. of Months	Total
Grounds Maint. Worker I	5,880.74	0.486	12	34,324
Grounds Maint. Worker II	6,575.94	1.249	12	98,550
Ag. Chem. Sprayer	8,742.46	0.252	12	26,406
Irrigation Lawn Sprinkler Fitter	8,943.24	1.194	12	128,126
Biologist	9,715.18	<u>0.009</u>	12	<u>1,057</u>
		3.190		288,463

1. Includes Group III overhead rates

2. Positions reflect annual County Productive Work Hours @ 1764

Vehicle Usage/ Fixed Assets	No. of Units	No. of Miles/Hours	Cost per Mile/Hour	Total
<u>Vehicle Usage</u>				
3/4 Ton Crew Cab Pick Up	0.280	1,808	0.69	\$1,246
1/2 Ton Utility Bed Pick Up	1.210	1,979	0.69	\$1,364
1/2 Ton Sprayer Truck	0.010	1,094	0.69	<u>\$754</u>
				\$3,363
<u>Fixed Assets</u>				
3/4 Ton Crew Cab Pick Up	0.280	491.2	3.57	\$1,754
1/2 Ton Utility Bed Pick Up	1.210	892.3	3.57	\$3,186
1/2 Ton Sprayer Truck	0.010	43.2	2.98	<u>\$129</u>
				\$5,068

Services & Supplies

Power Tools/Landscape Supplies

\$11,000

Total Services and Supplies/Equipment

\$19,431

Indirect Costs

Avoidable Overhead Contract Admin.

\$0

Avoidable Overhead Agency Admin.

\$0

\$0

TOTAL ESTIMATED COUNTY AVOIDABLE COSTS\$307,894**CONTRACTING COSTS**DIRECT

Contractor Cost

\$226,510

Total Contractor Direct Costs

\$226,510

INDIRECT COSTS

Avoidable Overhead Contract Admin.

\$8,825

Avoidable Overhead Agency Admin.

\$8,113

\$16,938

TOTAL CONTRACTING COST (Direct Costs plus Indirect Costs)\$243,448**ESTIMATED SAVINGS FROM CONTRACTING (TOTAL ESTIMATED COUNTY
AVOIDABLE COSTS LESS TOTAL CONTRACTING COSTS)**\$64,446

**Oakridge Landscape's Proposed Costs by Category for
Tesoro Del Valle Zone Landscape and Ground Maintenance Services**

Salaries, Benefits

Position	Full-Time Equivalent	Annual Hours	Hourly Rate	TOTAL
Foreman	1.00	2,080	\$15.00	\$ 31,200
Laborer	1.00	2,080	\$11.84	\$ 24,627
Laborer	1.00	2,080	\$11.84	\$ 24,627
Laborer	1.00	2,080	\$11.84	\$ 24,627
Laborer	1.00	2,080	\$11.84	\$ 24,627

Employee Benefits

Total Salaries & Employee Benefits (57.3%) \$ 129,709

Services, Supplies, Equipment

Equipment	# of Units	# of Hours	Cost/Hour	TOTAL
*See List Below	18			
Supplies				\$22,536
Services				<u>\$2,532</u>
Total Services, Supplies, Equipment (11.1%)				<u><u>\$25,068</u></u>

Insurance and Taxes

Insurance \$12,936
 (General Liability, Worker's Comp, Auto, Umbrella)

Employee Taxes \$10,944
 (Social Security, Medicare, State Disability)

Total Insurance and Taxes (10.5%) \$23,880

Overhead and Profit

Overhead (12.4%) \$28,236
 (Accounting, Bookkeeping, Management, Office Equipment, Telephone, and Utilities)

Profit (8.7%) \$19,617

Total Overhead & Profit \$47,853

CONTRACTING COSTS

\$226,510

Equipment to be used for this project includes: Ford Ranger, F-150 Truck, 48" ride on mover, 36" walk behind mowers, 21" mowers, hedge trimmers, back pack blowers, back pack sprayers, weed eaters, fertilizer and sprinklers.

Tesoro Del Valle Maintenance Services
Schedule of Difference Between County and Oakridge Landscape, Inc.
Costs by Category

Costs by Category	County	Contractor	Difference	Remarks
Staffing				
Foreman		1.00	(1.00)	{A}
Laborer		1.00	(1.00)	
Laborer		1.00	(1.00)	
Laborer		1.00	(1.00)	
Laborer		1.00	(1.00)	
Ground Maintenance Worker I	0.49		0.49	
Ground Maintenance Worker II	1.25		1.25	
Ag. Chem. Sprayer	0.25		0.25	
Irrigation Lawn Sprinkler Fitter	1.19		1.19	
Biologist	0.01		0.01	
TOTAL	3.19	5.00	(1.81)	
Salary Costs (County Salaries include 5th Step Variance of 97.1365%)	\$288,463	\$129,709	\$158,754	{B}
Employee Benefits Included with Salary Costs	\$0		\$0	{C}
Equipment, Services & Supplies	\$19,431	\$25,068	(\$5,637)	{D}
Taxes & Insurance	\$0	\$ 23,880	(\$23,880)	
Indirect Costs	\$0	\$28,236	(\$28,236)	{E}
TOTAL Costs (Less Profit)	\$307,894	\$206,893	\$101,001	
Contractor Profit	\$0	\$19,617	(\$19,617)	
TOTAL County vs. Contractor Costs	\$307,894	\$226,510	\$81,384	
Unavoidable Contracting Costs		\$16,938	(\$16,938)	
TOTAL County vs. Contracting Costs	\$307,894	\$243,448	\$64,446	

{A} The contractor has indicated that they can perform the services with less full-time equivalent staff since they are performing similar services in the area. The number of County positions is based on the total number of hours divided by the annual County productive hours of 1,764.

{B} The County's and contractor's salary costs are based on full-time staff as well as a percentage of staff's time. In addition, the contractor's employees are paid more than \$5 less per hour than the County items. The contractor's salary costs are approximately 57.3% of the contract costs.

{C} Contractor will not be providing health benefits to those hourly employees providing services under this contract. Therefore, as required by the Living Wage Ordinance, contractor will pay its hourly employees providing services under this contract no less than \$11.84 per hour.

{D} As indicated on Attachment II, the total costs for services, supplies, and equipment are approximately 11.1% of the contract costs.

{E} Contractor's indirect costs (overhead) are approximately 12.4% of the contract costs and are associated with the cost of management, telephone, utilities, office equipment and bookkeeping. For this contract, County's indirect costs are unavoidable.

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Oakridge Landscape Inc

☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.

☐ I AM

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino	1		3		132	2
Asian or Pacific Islander			1			1
American Indian/ Alaskan Native						
Filipino American						
White	1		3	1	1	

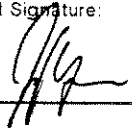
III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	10 %	%	%	%	90 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: President	Date: 5-1-06
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Landscape Contractor Master List

ABSOLUTE PRO TREE
10358 LA TUNA CANYON ROAD
SUN VALLEY, CA 91352

ACCENT LANDSCAPE, INC
PO BOX 3550
GARDENA, CA, 77250-7250

ACORN GROUP
17300 EAST 7TH STREET, SUITE J-236
TUSTIN, CA 92680

ACTION LANDSCAPE
650 TAMARACK AVENUE, #3104
BREA, CA 92621

ALPHA OMEGA LANDSCAPE
2614 COLONIAL AVENUE
ONTARIO, CA 91761

AMERICAN GOLF CORPORATION
ATTN: COURSE ACCOUNTING
19800 S. MAIN STREET
CARSON, CA 90745

AMERICAN LANDSCAPE
7949 DEERING AVENUE
CANOGA PARK, CA 91304

ASAKURA & ASSOC
17715 CHATSWORTH STREET
GRANADA HILLS, CA 91344

AZTECA LANDSCAPE
1027 E. ACACIA STREET
ONTARIO, CA 91761

BB LANDSCAPE GARDENING
406 WEST PALM DRIVE
COVINA, CA 91723-1811

BEFU DONAN ASSOCIATES
227 MERCY STREET
MOUNTAIN VIEW, CA 94041

BENNETT ENTERPRISES INC.
25889 BELLE PORTE AVENUE
HARBOR CITY, CA 90710

BID AMERICA
41085 ELM STREET
MURRIETA, CA 92562

BILLS LANDSCAPING
42536 4TH STREET EAST
LANCASTER, CA 93535

BLUMELS SUNSET LANDSCAPING
23236 LYONS AVENUE
NEWHALL CA 91321

BMC LANDSCAPING
P.O. BOX 30-77
GARDENA, CA 90247

BREAHN CONSTRUCTION
P.O. BOX 3166
OAKLAND, CA 94609-0166

BRUMAN INC
P.O. BOX 327
GARDENA, CA 90248-0327

CACHO LANDSCAPE MAINTENANCE
711 TRUMAN STREET
SAN FERNANDO, CA 91340

CALIFORNIA CONSERVATION CORPS
11401 BLOOMFIELD AVENUE. BOX 9
NORWALK, CA 02015-2015

CALIFORNIA LANDSCAPE
MAINTENANCE
7745 DEERING AVENUE
CANOGA PARK, CA 91304

CALIF WESTERN ARBOR
2555 INDUSTRY WAY, SUITE F
LYNWOOD, CA 90262

CALVIN ABE & ASSOC
3221 HUTCHISON AVENUE, SUITE G
LOS ANGELES, CA 90034

CAM SERVICES
5664 SELMARINE DR.,
CULVER CITY, CA 06120-6120

CAMPESINO LANDSCAPE
13023 THICKET PLACE
CORONA, CA 91719

CLASSIC GARDENING
41036 178TH STREET EAST
LANCASTER, CA 93535

COMMERCIAL TREE CARE
24885 SAN FERNANDO RD., UNIT. B
NEWHALL, CA 11513-1513

CONSTRUCTION BID SOURCE
P.O. BOX 568
BURSON, CA 95225

CONSTRUCTION DATA CORP
11940 JOLLYVILLE ROAD, SUITE 3005
AUSTIN, TX 78759

CONTEMPORY LANDSCAPE AND TREE
SERVICE
17501 ENADIA WAY
VAN NUYS, CA 91406

CONTINENT LANDSCAPE
2031 SOUTH ANNE
SANTA ANA, CA 92704

CREATIVE CONCEPTS LANDSCAPE
MANAGEMENT
4118 LA CRESCENTA AVENUE.
LA CRESCENTA, CA 43809-3809

CREATIVE LANDSCAPE
23944 NOMAR STREET
WOODLAND HILLS, CA 91367

CUSTOM MAINTENANCE SYS
1218 NO HOLLISTON AVENUE
PASADENA, CA 91109

CUT N EDGE INC
PO BOX 4457
VALLEY VILLAGE, CA 70457-0457

CUTTING EDGE LANDSCAPE
18001 IRVINE BOULEVARD
TUSTIN, CA 92680

DAVID REESE LANDSCAPE
306 ROYCROFT AVENUE
LONG BEACH, CA 90814

DIVERSIFIED LANDSCAPE
33901 WASHINGTON STREET
WINCHESTER, CA 92596

DIVERSIFIED MTC SERVICES, INC.
145 PASADENA AVENUE.
SOUTH PASADENA, CA 02917-2917

E P MAINTENANCE
16202 ALPINE PLACE
LA MIRADA, CA 90638

EMBASSY GARDENERS
P.O. BOX 40701
PASADENA, CA 91104

ENVIRONMENTAL CARE INC
12087-20 N LOPEZ CANYON
SAN FERNANDO, CA 91342

ENVIRONMENTAL MAINT
11905 SOUTH CENTRAL AVE, STE 300
LOS ANGELES, CA 90059

FAR EAST LANDSCAPE
P.O. BOX 950351
MISSION HILLS, CA 91395

FOUR SEASONS LANDSCAPE
6404 WILSHIRE BOULEVARD, STE 1151
LOS ANGELES, CA 90048

FRANK MATTISON LANDSCAPE
43759 15TH STREET W., # 217
LANCASTER, CA 44754-4754

GARDNER TRACTOR SERVICE
10552 CHESTNUT AVENUE
STANTON, CA 02441-2441

GENERAL SECURITY SERVICE INC
14009 CRENSHAW BLVD., # D
HAWTHORNE, CA 07816-7816

GOLDEN COAST LANDSCAPE
9359 URBANA AVENUE
ARLETA, CA 91331
ATTN: JORGE RUVALCABA

GOMEZ LANDSCAPE DESIGN
23932 CLARINGTON DRIVE
WEST HILLS, CA 91304

GOTHIC LANDSCAPE INC
25133 AVENUE TIBBITTS, SUITE C
VALENCIA, CA 91355

GRANDVIEW TREE SURGERY
819 S. MAGNOLIA AVENUE., STE. D
MONROVIA, CA 66831-6831

GREEN TECH
13128 TELEGRAPH ROAD, SUITE G1
SANTA FE SPRINGS, CA 06638-6638

GROUNDWORKS LANDSCAPE INC
PO BOX 399
GARDENA, CA 80399-0399

H TREE & LANDSCAPING CO
836 E. MANCHESTER AVENUE
LOS ANGELES, CA 90001

HAMILTON MAINTENANCE
4166 THIRD AVENUE
LOS ANGELES, CA 90008

HYDRO WEST
P.O. BOX 117
AGOURA HILLS, CA 91376

INTERNAT'L ENVIROMENTAL CORP
P.O. BOX 4218
PANORAMA CITY, CA 91412

JAVID LANDSCAPE INC
2005 DESIRE AVENUE
ROWLAND HEIGHTS, CA 91748

JOHNSON CONTROLS INC
7315 N. ATLANTIC AVENUE
CAPE CANAVERAL, FL 03721-3721

JP ENTERPRISES
1196 PATRICIA STREET
SIMI VALLEY, CA 93065

JM LANDSCAPING
P.O. BOX 2073
BURBANK, CA 91507
ATTN: JUAN MUNOZ

KARLESKINT-CRUM INC
P.O. BOX 3315
CAMARILLO, CA 93011-3315

KATHERINE SPITZ ASSOC
4212 ½ GLENCOE AVENUE
MARINA DEL REY, CA 90292

KOBATA ASSOCIATES INC.
607 NORTH ANAHEIM BOULEVARD
ANAHEIM, CA 92805

L. BARRIOS & ASSOCIATES, INC
302 E. FOOTHILL BLVD., SUITE 101
SAN DIMAS, CA 31259-1259

L & M DIVERSIFIED SERVICES
134 EAST FOOTHILL BOULEVARD
AZUSA, CA 91702

L & W LANDSCAPE SERVICES
4421 ADAM ROAD
SIMI VALLEY, CA 93063

LAND CREATIONS
15267 COBALT STREET
SYLMAR, CA 91342

LANDSCAPE ASSOCIATES INC
16251 N. FILBERT STREET
SYLMAR, CA 91342

LANDSCAPE DEVELOP, INC
28125 LIVINGSTON AVENUE
VALENCIA, CA 91355

LANDSCAPE ENGINEERING
4901 WHITSETT AVENUE
NORTH HOLLYWOOD, CA 91607

LANDSCAPE MAINTENANCE
742 NORTH TODD AVENUE
AZUSA, CA 91702

LAURA SALTZMAN & ASSOC
2458 BUTLER AVENUE
LOS ANGELES, CA 90064

LIMCO
412 DE LA VINA STREET
SANTA BARBARA, CA 13418-3418

LOCKWOOD-SINGH
1944 COTNER AVENUE
LOS ANGELES, CA 90025

LSA ASSOCIATES INC
2215 FIFTH STREET
BERELEY, CA 94710

M & E LANDSCAPING
P.O. BOX 94505
PASADENA, CA 91109

M B LANDSCAPE
20300 SOUTH FIGUEROA STREET
CARSON, CA 90745

MARINA LANDSCAPE INC
1100 EAST KATELLA AVENUE
ANAHEIM, CA 92805

MARTINEZ LANDSCAPE CO
14862 RYAN STREET
SYLMAR, CA 91342

MARIPOSA HORTICULTURAL
ENTERPRISES, INC.
15529 ARROW HWY
IRWINDALE, CA 62002-2002

McGRAW-HILL INFO SYSTEM CO
1333 S MAYFLOWER AVENUE, 3RD
FLOOR
MONROVIA, CA 91016

MENTONE TURF SUPPLY
P.O. BOX 592
MENTONE, CA 92359

MICHAEL IN THE GREEN
403 TORRANCE BOULEVARD
REDONDO BEACH, CA 90277

MIDORI GARDENS
3231 SO MAIN STREET
SANTA ANA, CA 92707

MIRALLES ASSOCIATES
729 WEST WOODBURY ROAD
ALTADENA, CA 91001

MONTANA TESTING 7 GEOT
2992 EAST LA PALMA AVENUE, SUITE A
ANAHEIM, CA 92806

MOSS AMERICA COMPANIES
PO BOX 5795
BEVERLY HILLS, CA 95795-5795

NEW GENERATION LANDSCAPE
16042 BASSETT STREET
VAN NUYS, CA 64805-4805

NEW VISION
1436 ORCHARD ST. #A
SANTA PAULA, CA 93060

NOON PRODUCTIONS, LLC
P. O. BOX 802874
SANTA CLARITA, CA 91380

NUVIA
3151 AIRWAY AVENUE, SUITE J-3
COSTA MESA, CA 92626

OAK SPRINGS LANDSCAPING
P.O. BOX 922906
SYLMAR, CA 91392

OROZCO LANDSCAPE AND TREE CO.
11194 PIPELINE AVENUE
POMONA, CA 64056-4056

OTERO LANDSCAPE
6206 BURWOOD AVENUE
LOS ANGELES, CA 90042

OTERO LANDSCAPE
6206 BURWOOD AVENUE,
LOS ANGELES, CA 90042

PAMELA BURTON & COMP
2324 MICHIGAN AVENUE
SANTA MONICA, CA 90404

PANAMERICAN LANDSCAPING
4570 VAN NUYS BLVD., #284
SHERMAN OAKS, CA 32913-2913

PARKWOOD LANDSCAPE MTC., INC
16443 HART STREET
VAN NUYS, CA 91406

PLANT TERRA LANDSCAPE INC
13913 LA CASCADA CT
BAKERSFIELD, CA 48354-8354

POWERLAND EQUIPMENT, INC.
27943 VALLEY CENTER ROAD
VALLEY CENTER, CA 26547-6547

PREMIER BLDS MAINTENANCE
SERVICES
4055 WILSHIRE BOULEVARD, SUITE 275
LOS ANGELES, CA 90010

R & R LANDSCAPE INC.
270 VENETIA DRIVE
LONG BEACH, CA 90803

RAMIREZ GARDENING SERVICE
40179 172ND STREET EAST
PALMDALE, CA 93591

RAYS LANDSCAPING
P.O. BOX 1756
SANTA CLARITA, CA 91351

REAL ESTATE CONSULTING &
SERVICES, INC.
635 E. 1ST STREET #418
TUSTIN, CA 03417-3417

RICH MEIERS LANDSCAPING
41636 50TH STREET WEST
LANCASTER, CA 93536

RIOS ASSOCIATES INC
8008 WEST 3RD STREET
LOS ANGELES, CA 90048

ROBERT INMAN LANDSCAPE
P.O. BOX 133
TUJUNGA, CA 91043-0133

ROSS TREE & LANDSCAPE
2531 SAWTELLE BOULEVARD, SUITE 9
LOS ANGELES, CA 90064

RMT GOLF & SPORT
26517 CALLE LORENZO
SAN JUAN CAPO, CA 51672-1672

RMT GOLF & SPORT
26517 CALLE LORENZO
SAN JUAN CAPO, CA 51672-1672

SALDANA LANDSCAPING
16750 EAST BENBOW STREET
COVINA, CA 91722

SATSUMA LANDSCAPE &
MAINTENANCE
1559 WILLOW STREET
LONG BEACH, CA 90810

S.C. YAMAMOTO, INC.
2001 EMERY AVENUE
LA HABRA, CA 15777-5777

S & M LANDSCAPING INC
346 SO MOTOR AVENUE
AZUSA, CA 91702

SCALLTER IRRIGATION ENG
902 AARON DRIVE
REDLANDS, CA 92374

SEGURA & DEUTSCHMAN
555 WEST LAMERT ROAD, SUITE G
BREA, CA 92621

SEPSCO EARTHSCAPE
P.O. BOX 5640
SANTA MONICA, CA 90409

SHAMROCK LANDSCAPE
331 EAST I STREET
ONTARIO, CA 91764

SIERRA WEST LANDSCAPE CO.
PO BOX 787
POMONA, CA 90787-0787

SO CALIFORNIA DECKING
17812 WEST SIERRA HWY F
SANTA CLARITA, CA 91351

SODEXHO MARRIOTT SERVICE
4001 EAST MOUNTAIN SKY, SUITE 202
PHOENIX, AZ 85044

SPECIALTY MOWING SERVICES
4949 SECOND STREET
FALLBROOK, CA 92028

SPECTRUM LANDSCAPE
27181 BURBANK ROAD
FOOTHILL RANCH, CA 92610

SPRAGUE CONSULTANTS, INC.
30251 GOLDEN LANTERN, SUITE E #90
LAGUNA NIGUEL, CA 75993-5993

STAMPER WHITIN WORKS
1540 BLUEBIRD CANYON
LAGUNA BEACH, CA 92651

STEVE'S LANDSCAPE MAINTENANCE
5780 PARKCREST DRIVE
LA VERNE, CA 91750

STEVENS TREE EXPERTS
2570 E. WALNUT STREET, SUITE A
PASADENA, CA, 73722-3722

SUNBELT LANDSCAPE & MAINTENANCE
2840 EAST LA CRESTA
ANAHEIM, CA 92806

SWAYZER'S INC
1663 EAST DEL AMO BOULEVARD
CARSON, CA 90746

SYSTEMS MANAGEMENT, INC
1635 N. LAKE AVENUE
PASADENA, CA 42321-2321

SYSTEMS MANAGEMENT
P.O. BOX 92433
PASADENA, CA 91109

TAKATA ASSOCIATES INC
600 FREMONT AVENUE
SOUTH PASADENA, CA 91030

TAKAHASI ASSOCIATES
153 EAST WHITTIER BOULEVARD,
SUITE B
LA HABRA, CA 90631

TATSUMI AND PARTNERS
20250 ACACIA STREET, SUITE 230
NEWPORT BEACH, CA 92660

TECTONICS
501 WEST BROADWAY, SUITE 210
SAN DIEGO, CA 92101

TERRA CAL CONSTRUCTION
14530 JOANBRIDGE STREET
BALDWIN PARK, CA 91706

TGP INC
17000 VENTURA BOULEVARD, SUITE
205
ENCINO, CA 91316

TORIBIO'S LANDSCAPE
937 E HALTERN STREET
AZUSA, CA 91702

TRAVERS TREE SERVICE
P.O. BOX 7000-416
PALOS VERDES PENINSULA, CA

TROPICAL PLAZA NURSERY
9642 SANTIAGO BOULEVARD
VILLA PARK, CA 92861

TRUGREEN LANDCARE
1323 W. 130TH STREET
GARDENA, CA 71503-1503

TRUGREEN LANDCARE
1367 W. 9TH STREET
UPLAND, CA 65712-5712

TRUGREEN LANDCARE
7755 DEERING AVENUE
CANOGA PARK, CA 45653-5653

TRUGREEN LANDCARE
1150 WEST TRENTON AVENUE
ORANGE, CA 92687

TRUE GREEN
16022 ADELANTE STREET
IRVINDALE, CA 91706

UNITED PACIFIC SERVICES
1601 W. MISSION BLVD.
POMONA, CA 61243-1243

USSERY LANDSCAPING
23636 OAKREST LANE,
HARBOR CITY, CA 90710

VALLEY LIGHT INDUSTRIES INC
5358 IRVINDALE AVENUE, UNIT B
BALDWIN PARK, CA 91706

VENCO WESTERN LANDSCAPING
2400 EASTMAN AVENUE
OXNARD, CA 93030-518

VILLA ESPERANZA SERVICES
2116 E. VILLA STREET
PASADENA, CA 72435-2435

VINSON REAL ESTATE GRP
9229 STEVENS WAY
WEST HILLS, CA 91311

WARREN TONG & CO.
155 EAST MAIN STREET
TUSTIN, CA 92680

WES BROOK LANDSCAPE
12155 MAGNOLIA AVENUE, SUITE 12
RIVERSIDE, CA 92503

WHIZIN ENTERPRISES
5050 CORNELL ROAD
AGOURA HILLS, CA 91301

WILCOX LANDSCAPING
P.O. BOX 800205
VALENCA, CA 91380-0205

WOODS MAINTENANCE SERVICES INC
7260 ATOLL AVENUE
/NORTH HOLLYWOOD, CA 54104-4104



**CONTRACT
BY AND BETWEEN**

**COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION**

AND

OAKRIDGE LANDSCAPE, INC.

FOR

**LANDSCAPE AND GROUND MAINTENANCE SERVICES
FOR SPECIAL DISTRICTS
GROUP 2: ZONE 74 (TESORO DEL VALLE)**

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L	PAYROLL STATEMENT OF COMPLIANCE
M	EMPLOYEE NOTICE OF LIVING WAGE HANDOUT (English/Spanish)

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
OAKRIDGE LANDSCAPE, INC.
FOR
LANDSCAPE AND GROUND MAINTENANCE SERVICES

FOR SPECIAL DISTRICTS

GROUP 2: ZONE 74**

This Contract and Exhibits made and entered into this ____ day of _____, 2007, by and between the County of Los Angeles, hereinafter referred to as the County and Oakridge Landscape, Inc., hereinafter referred to as the Contractor.

RECITALS

WHEREAS, pursuant to Section 44.7 of the Los Angeles County Charter as implemented by Los Angeles County Code Section Title 2, Chapter 2.121.250, et seq., the County is permitted to contract with private businesses to perform services when it is more economical or feasible to do so; and

WHEREAS, the Contractor is duly licensed and certified to engage in the business of grounds and landscape maintenance services; and warrants that it possesses the competence, expertise, equipment, resources and personnel necessary to provide such services; and

WHEREAS, the Contractor has submitted a proposal to the County for provision of such services and based upon an evaluation of the proposals under Los Angeles County Code Section 2.121.320 the Contractor has been selected for recommendation for award of such contract;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L and M are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Pricing and Billing Schedule
- 1.2 EXHIBIT B - Statement of Work
- 1.3 EXHIBIT C - Prevailing Wage Determinations
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – Public Payroll Reporting Forms
- 1.6 EXHIBIT F - Contractor's Quality Control Plan
- 1.7 EXHIBIT G - IRS Form 1015
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Living Wage Ordinance
- 1.11 EXHIBIT K - Monthly Certification for Applicable Health Benefits Payment
- 1.12 EXHIBIT L – Payroll Statement of Compliance
- 1.13 EXHIBIT M - Employee Living Wage Notice Handout (Eng/Span)

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of services.

- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by this Contract.
- 2.3 Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as governing body or their designee.
- 2.4 Contractor Contract Manager:** The individual designated by the Contractor to administer the Contract operations after award of the Contract.
- 2.5 County Contract Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.6 County Contract Manager:** Person designated by the Director with authority to manage the operations related to this Contract, or his/her authorized representative.
- 2.7 Department:** The County of Los Angeles Department of Parks and Recreation acting on behalf of the County for matters relating to this Contract.
- 2.8 Director:** The Director of the Department of Parks and Recreation, County of Los Angeles, acting on behalf of the County on contractual or administrative matters relating to the enforcement of this Contract, or his authorized representative(s).
- 2.9 Monthly Contract Sum:** The amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract.
- 2.10 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 CONTRACTOR SERVICES

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit B.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be for two years commencing upon Board of Supervisors approval and continuing through April 30, 2009, unless terminated sooner or extended, in whole or in part, as provided in this contract.
- 4.2 The County shall have the sole option to extend the Contract term for up to three (3) additional one-year periods. Each such option year shall be exercised at the sole discretion of the Director, which may include a cost of living adjustment (COLA) per option year as provided for in Paragraph 5.2, hereinafter.
- 4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Subparagraph 9.31, Notices, of this Contract.
- 4.4 By reasons or acts beyond the control of the County, this Contract may be terminated by the County without liability or damages whenever the County is prevented by operation of laws, Acts of God, or by the official action of Local, State or Federal authorities from complying with the provisions of this Contract.

5.0 CONTRACT SUM

- 5.1 The contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of

park maintenance services. Said sum shall comply with Exhibit A, Pricing and Billing Schedule.

5.2 Cost of Living Adjustment (COLA)

If the County elects in its sole determination to exercise the option years, the contract (hourly, daily, monthly, etc.) sum, identified hereinabove, may be adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the CAO as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a cost of living adjustment pursuant to this paragraph for contract option years, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the contractor can show his/her labor cost will actually increase.

- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any other entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 In no event shall the Contractor be entitled to compensation exceeding the total contract amount unless the Contract is amended in writing pursuant to Section 8.0, Change Notices and Amendments.

5.5 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Director at the address herein provided under Subparagraph 9.31, Notices, of this Contract.

5.7 Invoices and Payments

5.7.1 The Contractor shall invoice the County monthly in arrears for providing the tasks, deliverables, goods, services, and other work specified in Exhibit B, Statement of Work and priced in accordance with Exhibit A, Pricing and Billing Schedule.

5.7.2 The Contractor shall present two (2) copies of the monthly invoice for work performed during the preceding month. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. Said invoices shall include all required certifications and reports as provided for in this Contract, including Subparagraph 10.1, Compliance with the County's Living Wage Program, and Exhibit B,

Statement of Work, Section 3.0, Certifications/Reports. No invoice will be approved for payment unless the required subject documents identified hereinabove are included with the invoice.

5.7.3 The Contractor shall submit the monthly invoices to the County on or before the 15th calendar day of each month in the amount of one-twelfth (1/12) of the total annual amount of compensation, or a prorated monthly amount, to be paid by the County for services rendered by the Contractor under the terms and conditions of this Contract. Said payment shall be made within thirty (30) days upon receiving a properly prepared and correct invoice, providing that all work performed during the preceding month has been inspected and accepted by the Director and that applicable certifications and reports have been submitted in accordance with the provisions of this Contract.

5.7.4 All invoices submitted by the Contractor for payment must have the written approval of the Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. The Contractor shall look for payment exclusively from the funds having been allocated by the County for such services.

6.0 ENFORCEMENT OF CONTRACT

6.1 The Director shall be responsible for the enforcement of this Contract on behalf of the County and shall be assisted therein by those officers and employees of the County having duties in connection with the administration thereof. The Director hereby reserves the right to: (a) assign such personnel as are needed to serve as Contract Monitor(s) in order to inspect and review the Contractor's performance of, and compliance with, all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract, and (b) require the Contractor to provide such written

documentation and/or regular reports as the Director deems necessary to verify and review the Contractor's performance under this Contract.

- 6.2 The County reserves the right to perform inspections at any time for the purpose of maintaining the Contractor's compliance with all Contract terms and conditions and performance standards.
- 6.3 The Contractor hereby agrees to cooperate with the Director, County Contract Managers and Monitors, and any appropriate State or Federal representative, in the review and monitoring of the Contractor's service program, records and procedures at any reasonable time, as requested by the County.
- 6.4 In the event the County commences legal proceedings for the enforcement of this Contract or recovery of the premises herein, the Contractor does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

7.0 CONTRACTOR'S STAFF

- 7.1 At any time prior to or during the term of this Contract, the County may require that all of the Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the sole expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.2 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. The Contractor's employees, whether assigned to any one facility or as part of a crew serving any number of facilities, shall include at least one individual who speaks and comprehends the English language.

- 7.3 The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff.
- 7.4 The Director may at any time give the Contractor written notice to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with the Director or his authorized representative to consider the appropriate course of action with respect to the matter and the Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of the Contractor's employee(s) will not be detrimental to the interest of the public patronizing the premises.
- 7.5 The Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include, but not be limited to, appropriate attire and/or name badges as specified by the Director.
- 7.6 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically: uniforms, proper shoes and other gear as required by State Safety Regulations, and the proper wearing of the clothing. Shirts shall be worn at all times and shall be buttoned.

8.0 CHANGE NOTICES AND AMENDMENTS

The County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions that may be necessary. All such revisions shall be accomplished in the following manner:

- 8.1 A Change Notice shall be prepared, and executed by the Contractor and the Director for any changes, deemed by the Director as necessary for the proper maintenance of the area, and which affect the Contractor's service requirements set forth in Exhibit B, and any corresponding changes in the

Contract Sum, not to exceed the annual contract amount plus an amount authorized by the Board of Supervisors for unforeseen services/emergency needs.

- 8.2 For any change which affects any other term or condition included in this Contract, or any changes in the Contractor's service requirements as set forth in Exhibit B that exceeds the annual contract amount plus an amount authorized by the Board of Supervisors for unforeseen services/emergency needs, excluding the provisions of Paragraph 5.2 (COLA) hereinabove, an Amendment shall be prepared therefore, executed by the Contractor, and thereafter by the County's Board of Supervisors.
- 8.3 The County's Board of Supervisors, Chief Administrative Officer, or designee may require the addition of and/or change certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Contract shall be prepared and executed by the Contractor and the Director.
- 8.4 The Director may, at his sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract, of this Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the periods of such extensions. To implement an extension of time, a "Notice to Extend" letter shall be prepared and executed by the Director.

9.0 STANDARD TERMS AND CONDITIONS

9.1 ASSIGNMENT AND DELEGATION

- 9.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally

approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.

9.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

9.1.3 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

9.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

9.4 COMPLAINTS

- 9.4.1 Within ten (10) business days after the effective date of this Contract, the Contractor shall provide the County with its plan for receiving, responding and abating all inquiries and complaints received from the Director, County personnel, or patrons using the facilities. The County will review and approve said plan or request changes. If changes are requested, the Contractor shall resubmit the revised plan within five (5) business days for approval. Changes by the Contractor must first be approved by the County before implementation.
- 9.4.2 During the term of this contract, the Contractor shall maintain an office located in the Los Angeles Metropolitan Area. In addition, the Contractor shall maintain a telephone at the office that is listed in the telephone directory in its own name or in the firm name by which it is most commonly known.
- 9.4.3 During normal business hours, Contractor shall have a responsible employee(s) to receive all inquiries and complaints that may be received from the Director, County personnel or

patrons using the facilities and take the necessary action. An answering service shall be considered an acceptable substitute to full-time coverage, provided the Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. The Contractor's employee(s) responsible for providing the maintenance services shall be available for notification through electronic communications during normal business hours.

- 9.4.4 During normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, the County may, after a reasonable attempt to notify the Contractor, cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to the Contractor from the County.
- 9.4.5 The Contractor shall maintain a written log of all complaints. The log shall include the name of the employee logging the complaint, the date and time of the complaint, the facility where the complaint is about, a description of the complaint, the name and address of the complainant, and the action taken or the reason for non-action. The log of complaints shall be submitted monthly with the Contractor's invoice and shall be open to the inspection of the Director at all reasonable times.
- 9.4.6 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the

County will be deducted and forfeit from the payments owing to the Contractor from the County.

9.5 COMPLIANCE WITH APPLICABLE LAW

9.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

9.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

9.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D, Contractor's EEO Certification.

9.7 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

9.7.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

9.7.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The

provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
4. The Contractor's violation of this Subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

9.8 CONFLICT OF INTEREST

- 9.8.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract.

No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

- 9.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

9.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

9.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 9.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's

minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

9.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

9.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

9.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

9.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

9.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality,

fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

9.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of

Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

9.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

9.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

9.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

9.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the

economic burden otherwise imposed upon the County and its taxpayers.

- 9.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

9.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 9.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, appurtenances, buildings, or grounds caused by the Contractor or employees or

agents of the Contractor. Such repairs shall be completed according to the specifications and instructions provided by the Director and shall be completed immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

9.16.2 All damage resulting from chemical operation, either spray-drift or lateral leaching, shall be corrected in accordance with the maintenance standards provided by the Director and the soil conditioned to insure its ability to support plant life.

9.16.3 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

9.17 EMPLOYMENT ELIGIBILITY VERIFICATION

9.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

9.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations

pertaining to the eligibility for employment of any persons performing work under this Contract.

9.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Section 8.0, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

9.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

9.20 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.21 INDEPENDENT CONTRACTOR STATUS

9.21.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture,

or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

9.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

9.22 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents (collectively known as County) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

9.23 INSURANCE REQUIREMENTS/GENERAL

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs

of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

9.23.1 Evidence of Insurance:

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to the Director, Attention: Contracts and Special Districts Division, 433 South Vermont Avenue, Los Angeles, CA 90020 prior to commencing services under this Contract. Such certificates or other evidence shall:

- a. Specifically identify this Contract Number.
- b. Clearly evidence all coverages required in this Contract.
- c. Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- d. Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.
- e. Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

9.23.2 Insurer Financial Ratings: Insurance is to be provided by an

insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

9.23.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach.

9.23.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- a. Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- b. Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- c. Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County's Project Manager.
- d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

9.23.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

9.23.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- a. The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- b. The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

9.24 INSURANCE COVERAGE REQUIREMENTS

9.24.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$4 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$2 million

9.24.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

9.24.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is

responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident: \$1 million

Disease - policy limit: \$1 million

Disease - each employee: \$1 million

9.24.4 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

- a. **Personal Property: Automobiles and Mobile Equipment** - Special form ("all risk") coverage for actual cash value of County-owned or leased property; and
- b. **Real Property and All Other Personal Property** - Special form ("all risk") coverage for the full replacement value of County-owned or leased property.

9.25 INTERPRETATION OF MAINTENANCE SPECIFICATIONS

9.25.1 Should any misunderstanding arise, the Director will interpret this Contract. If the Contractor disagrees with the interpretation of the Director, the Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, the Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

9.25.2 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of grounds maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director,

for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

9.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 9.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 9.26.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D, Contractor's EEO Certification.
- 9.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 9.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 9.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or

political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

9.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 9.27 when so requested by the County.

9.26.7 If the County finds that any provisions of this Subsection 9.27 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

9.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

9.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department of Parks and Recreation from acquiring similar, equal or like goods and/or services from other entities or sources.

9.28 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party, as set forth in Sub-paragraph 9.31 below and by facsimiles, electronic mail and telephone call as set forth herein:

Notice to the County:

Contact: Norman Phillips

Phone: (661) 257-6536

Fax: (661) 294-7907

Email: nphillips@lacountyparks.org

Notice to the Contractor:

Jeffrey Myers

(818) 891-0468

(818) 892-9273

jeff@oakridgelandscapenet

9.29 NOTICES TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. The notice is set forth in Exhibit G of this Contract.

9.30 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

9.31 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid. The address to be used for any given notice served by mail upon the Contractor shall be Oakridge Landscape, Inc., Attention: Jeffrey Myers, 8618 Haskell Avenue, North Hills, CA 91343. Any notice served by mail upon the County shall be addressed to the Director of Parks and Recreation, Attention: Contracts and Special Districts Division, 433 South Vermont Avenue, Los Angeles, California 90020, or such other place as may hereinafter be designated in writing to the Contractor by the Director. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

9.32 PREVAILING WAGES

In accordance with the provisions of Article 2, Chapter 1, Part 7, Division 2 of the Labor Code, the State Department of Industrial Relations has ascertained the prevailing rate of per diem wages in the locality wherein the work is to be performed to be paid each craft or type of worker or mechanic needed to properly perform and complete the contemplated work. The Prevailing Wage for Landscape Maintenance Laborers is set forth in Exhibit C of this Contract and the prevailing wage determination rates issued by the State Department of Industrial Relations for other craft or type of worker or mechanic that may be utilized to perform the specified work is on file with the Los Angeles County Department of Parks and Recreation, Project Management Agency, and all of these rates will apply to any Contract entered into pursuant thereto. Under the terms of the aforementioned sections, it will be required that no less than the rates so ascertained and set forth shall be paid to all laborers, workers or mechanics employed or engaged in said work. For each person so employed or engaged whether by the Contractor or any subcontractor under him who is paid at a rate less than that specified for the particular

work performed, the Contractor shall forfeit to the County as a penalty the sum of Twenty-Five Dollars (\$25) for each day or portion thereof for which said person was paid less than the specified prevailing wage. The provisions of Section 1775 of the Labor Code shall be complied with by the Contractor. Wages to be paid apprentices employed or engaged in the contemplated work shall be determined in the manner provided by Section 1777.5 of the Labor Code.

9.33 PUBLIC RECORDS ACT

9.33.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Subsection 9.35, Record Retention and Inspection/Audit Settlement, of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

9.33.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

9.34 PUBLICITY

9.34.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- a. The Contractor shall develop all publicity material in a professional manner; and
- b. During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Director. The County shall not unreasonably withhold written consent.

9.34.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subparagraph 9.34 shall apply.

9.35 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be

kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 9.35.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 9.35.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 9.35 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 9.35.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than the payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or

otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

- 9.35.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to the Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5)

years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

9.36 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

9.37 REMEDIES/LIQUIDATED DAMAGES

9.37.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director in a written notice describing the reasons for said action.

9.37.2 If the Director determines that there are deficiencies in the performance of this contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b)

Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the said specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by completion of the work by an alternate source, whether it be County forces or a separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County. The action above shall not be construed as a penalty but as an adjustment of payment to the Contractor to recover County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

9.37.3 In addition to the remedies provided heretofore, this Contract may be terminated per Subsection 9.42, Termination for Default, of the Contract upon the Contractor's failure to correct deficiencies in a timely manner.

9.37.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in Subparagraph 9.37.2 above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

9.38 RIGHT OF ENTRY

9.38.1 In the event this Contract is suspended or terminated in whole or in part, by the Board of Supervisors, the Board of Supervisors may instruct the Director to assume the responsibility of said

Contract, employ the necessary workers, purchase materials and supplies as may be necessary for the proper performance of the work contracted. For the purpose of satisfying and/or mitigating damages arising from a breach of this Contract, any excess costs as determined by the Director, arising therefrom over and above the compensation set forth within this Contract, may be charged against the Contractor.

- 9.38.2 In the event of such suspension or termination, all moneys due to Contractor or retained as security under the terms of this Contract shall be retained by the County; but such retention will not release the Contractor from liability for failure to perform under the terms of this Contract.
- 9.38.3 If in the sole discretion or judgment of the Director, and in accordance with Subparagraph 9.37, Remedies/Liquidated Damages, of this Contract, the Contractor and/or its employee(s) are not properly performing the services required under this Contract, then the Contractor and/or all of its employees may be temporarily replaced by County personnel and payment to be made by the County may be suspended while the matter is being investigated. In addition, the total cost as determined by the Director, incurred by County personnel shall be deducted and forfeited from the monthly payment to the Contractor from the County.

9.39 SUBCONTRACTING

- 9.39.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance written approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 9.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- a. A description of the work to be performed by the subcontractor;

- b. A draft copy of the proposed subcontract; and
 - c. Other pertinent information and/or certifications requested by the County.
 - d. The Contractor shall ensure delivery of all such documents to the Department at the address provided in Subsection 9.31, Notices, before any subcontractor employee may perform any work hereunder.
- 9.39.3 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 9.39.4 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 9.39.5 The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.
- 9.39.6 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 9.39.7 In the event Director should consent to subcontracting:
- a. each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties; and
 - b. the Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms and conditions of a prime contract with the County of Los Angeles.

All representations and warranties shall inure to the benefit of the County of Los Angeles."

9.39.8 The Contractor shall obtain all Certificates of Insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County, from each approved Subcontractor.

9.39.9 The Contractor shall indemnify, defend, and hold harmless County from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for the Contractor's own employees.

9.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 9.14, Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subparagraph 9.42, Termination for Default, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

9.41 TERMINATION FOR CONVENIENCE BY COUNTY

9.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

9.41.2 After receipt of a Notice of Termination and except as otherwise

directed by the County, the Contractor shall:

- a. Stop work under this Contract on the date and to the extent specified in such notice, and
- b. Complete performance of such part of the work as shall not have been terminated by such notice.

9.41.3 After receipt of a Notice of Termination, the Contractor shall submit to the Director, in the form and with the certification as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the County shall pay the Contractor the amount so determined.

9.41.4 Subject to the provisions of the paragraph immediately above, the County and the Contractor shall negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work pursuant to this clause which amount may include a reasonable allowance for profit on services rendered but shall not include an allowance on services terminated. The County shall pay the agreed amount, provided that such amount shall not exceed the total funding obligated under this Contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of services not terminated.

9.41.5 In the event that, following service of the Notice of Termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, that the default was excusable under provisions of this clause, or the Contractor has, to the satisfaction

of the Director, cured any default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42 TERMINATION FOR DEFAULT

- 9.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, in the following circumstances:
- a. The Contractor has materially breached this Contract;
 - b. The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract;
 - c. The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 9.42.2 Upon the occurrence of Subparagraph 9.42.1, this Contract shall be subject to termination. As a condition precedent thereto, the Director shall give the Contractor a minimum of three (3) days notice by registered or certified mail or personal service of the date set for termination thereof; the grounds therefor; and that an opportunity to be heard thereon will be afforded on or before said termination date, if request is made therefor.
- 9.42.3 Notwithstanding the above, the Director, in his/her sole discretion, may refrain from recommending immediate termination of this Contract for default if the Director, in his/her sole discretion, determines that the default is capable of being cured and (1) the Contractor cures its default within a five (5) day period after notice is given, or (2) if the default cannot reasonably be cured within the five (5) days after notice is given, the Contractor reasonably

commences to cure its default within the five (5) day period and diligently and in good faith continues to cure the default. If the Contractor fails to cure the default to the Director's satisfaction, the Director shall recommend termination for default to the Board of Supervisors.

9.42.4 In the event that the County terminates this Contract in whole or in part as provided in this section, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Any excess costs, as determined by the Director, arising therefrom over and above the contract sum may be charged against the Contractor. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subparagraph.

9.42.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 9.42.4 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of a public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 9.42.5, the term

“subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

9.42.6 In the event the County terminates this Contract in its entirety due to the Contractor’s default as provided in Subparagraph 9.42.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County’s costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Subparagraph 9.42.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

- These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor’s payment of these liquidated damages shall not in any way change, or affect the provisions of Subsection 9.22, Indemnification.

9.42.7 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Subparagraph 9.42, it is determined for any reason that the Contractor was not in default under the provisions of this Subparagraph 9.42, that the default was excusable under provisions of this Subparagraph 9.42, or Contractor has, to the satisfaction of the Director, cured any

default, the Director shall issue, within five (5) business days, a rescission of the Notice of Termination, and the rights and obligations of the parties shall be the same as if the Notice of Termination had not been issued.

9.42.8 The rights and remedies of the County provided in this Subparagraph 9.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.43 TERMINATION FOR IMPROPER CONSIDERATION

9.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

9.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

9.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.44 TERMINATION FOR INSOLVENCY

9.44.1 The County may terminate this Contract forthwith in the event of

the occurrence of any of the following:

- a. Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the Contractor; or
- d. The execution by the Contractor of a general assignment for the benefit of creditors.

9.44.2 The rights and remedies of the County provided in this Subsection 9.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

9.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds

are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

9.47 TERMINATION UPON TRANSFER OF TITLE OR MAINTENANCE RESPONSIBILITY

Notwithstanding any other provision of this Contract, the County reserves the right to transfer operating responsibility of the zones described in Exhibit A-1, Section 2.0, and "Zones to be Maintained".

9.47.1 In the event the County transfers maintenance responsibilities for all or a portion(s) of the Zones described in Exhibit A-1, Section 2, "Zone to be Maintained", the County reserves the right to:

9.47.1.1 Terminate this Contract or provided there is consent by an assignee, assign the County's interest in this Contract to said assignee. The County shall provide the Contractor with notice of termination or assignment of this Contract pursuant to this provision; or

9.47.1.2 Delete transferred portion(s) of the zone(s) from the Contract or provided there is consent by an assignee, assign the portion(s) of the Contract dealing with the transferred portion(s) of the Zone(s) to said assignee and reduce the contract sum pro tanto. County shall provide Contractor with notice of deletion or assignment of said portion(s) of Zone(s) from this Contract pursuant to the provision.

9.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

9.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 9.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

9.50 WARRANTY AGAINST CONTINGENT FEES

9.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

9.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

10.0 UNIQUE TERMS AND CONDITIONS

10.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

10.1.1 Living Wage Program:

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

10.1.2 Payment of Living Wage Rates.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as

defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subsection 5 of this Subparagraph 10.1.2, under the Contract:

- a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
 - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.
2. For purposes of this Sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Sub-paragraph. The provisions of this Subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract.

“Employee” means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. “Full-time” means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exemption status” from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program’s definition of “Employer” or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County’s satisfaction that the Contractor either continues to remain outside of the Living Wage Program’s definition of “Employer” and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor

shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

10.1.3 Contractor's Submittal of Certified Monitoring Reports.

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County as Exhibit K and

Exhibit L hereto, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

10.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

10.1.5 County Auditing of Contractor Records.

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County

shall have access to all such records during normal business hours for the entire period that records are to be maintained.

10.1.6 Notifications to Contractor and Employees.

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Contractor employees.

10.1.7 Enforcement and Remedies.

If the Contractor fails to comply with the requirements of this Subparagraph, the County shall have the rights and remedies described in this Sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights or remedies:

- a. Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Contractor's employee per day for each and every instance of an underpayment to Contractor's employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
- c. Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage

rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this Subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts as described in Section 9.11.

10.1.8 Use of Full-Time Employees.

The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

10.1.9 Contractor Retaliation Prohibited.

The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this Sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

10.1.10 Contractor Standards.

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

10.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention

employee on the same terms and conditions as the Contractor's other employees.

10.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

11.0 ENTIRE CONTRACT

This document and the Exhibit(s) attached hereto constitute the entire contract between County and Contractor for the landscape maintenance services to be provided for Zone described herein. All other agreements, promises and representations with respect thereto, other than those contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to the landscape maintenance services of the Zone described herein. The unenforceability, invalidity, or illegality of any provision of this Contract shall not render the other provisions thereof unenforceable, invalid or illegal. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.0 – Changes Notices and Amendments and signed by both parties.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Chairman Board of Supervisors has caused this Contract to be executed on its behalf by the Chairman of said Board and attested to by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Zev Yaroslavsky
Chairman, Board of Supervisors

CONTRACTOR
Oakridge Landscape, Inc.

By _____
Jeffrey Myers, President

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors
for the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Principal Deputy

STATE OF CALIFORNIA }
 } s.s.
COUNTY OF LOS ANGELES }

On this 18th day of April, 2007, before me, Conny B. McCormack, the Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared Jeffrey Myers, as the President of Oakridge Landscape, Inc. personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that the person executed the same in his / her authorized capacity, and that by his / her signature on the instrument the Corporation upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Conny B. McCormack
Registrar-Recorder / County Clerk
County of Los Angeles

By _____

[Signature]
Deputy County Clerk

**EXHIBIT A
PRICING AND BILLING SCHEDULE**

**Landscaping and Lighting Act District No. 4
Group 2: Zone No. 74 - Tesoro Del Valle**

	Frequency	Cost Per Frequency	Annual Cost
TURF CARE (8,184 Square Feet)			
1. Irrigation Maintenance / Management	52	\$ 19.82	\$ 1,030.64
Conventional irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.			
2. Mowing and Edging -	52	\$ 23.63	\$ 1,228.76
Mow and edge as scheduled from January through December.			
3. Aeration 1/2 Times -	1	\$ 218.75	\$ 218.75
Operation to occur in May and includes clean-up.			
4. Verticut, Overseed and Top Dress	1	\$ 131.25	\$ 131.25
Operation to occur in October and includes clean-up and fertilization.			
5. Fertilization -			
a. Mechanically Broadcast	4	\$ 74.32	\$ 297.52
Fertilize in March, April, October and November using Best - Turf Supreme 16-8-8 fertilizer.			
b. Mechanically Broadcast	1	\$ 74.38	\$ 74.38
Fertilizer in May using balance inorganic 15-15-15 fertilizer			
6. Disease and Weed Control	12	\$ 45.50	\$ 546.00
Provide disease and weed control as scheduled.			
Turf Care Total On-Going Costs Per Year			\$ 3,527.30

IRRIGATED PLANTED SLOPES / FLAT AREAS

1 Irrigation Maintenance / Management

Conventional irrigation, manual/automatic control system. Repair once per week. Scope of work to include but shall not be limited to visual system check including valve box integrity; test for operability; inspect and make adjustments; provide for ongoing repair of system components and respond to intermittent malfunctions and perform backflow certification and maintenance.

a. Maintain conventional irrigation system.	52	\$ 74.03	\$ 3,849.56
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Approximately 6.37 Acres

EXHIBIT A
PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 4
Zone No. 74 - Tesoro Del Valle

b. Maintain point irrigation system.	52	\$ 284.38	\$ 14,787.76
Approximately 44.68 Acres			
2 Fertilization			
a. Mechanically Broadcast -	2	\$ 2,187.50	\$ 4,375.00
In conventional irrigation area apply balance inorganic 15-15-15 fertilizer (May and September).			
b. Hand Broadcast -	1	\$ 4,375.00	\$ 4,375.00
In conventional irrigation area broadcast fertilizer in March with Grow Power Plus 12% Sulfur.			
c. Individually Apply to Each Plant	2	\$ 4,287.50	\$ 8,575.00
Apply fertilizer to each plant within point irrigated areas. Use balanced 15-15-15 inorganic fertilizer to each plant within point irrigation area. Apply in May and September.			
d. Hand Broadcast	1	\$ 4,287.50	\$ 4,287.50
Individually apply to each plant within the point irrigated areas. Use Grow Power Plus 12% Sulfur. Apply in March.			
3 Weed Control -	52	\$ 971.25	\$ 50,505.00
Provide manual/chemical control once per week.			
4 Pruning/Trimming -			
a. Trees	1	\$ 8,100.00	\$ 8,100.00
Prune all trees per approved scheduled			
b. Shrubs	12	\$ 4,462.50	\$ 53,550.00
Prune shrubs per approved scheduled; September and October.			
c. Ground Cover - Rosemary	12	\$ 2,712.50	\$ 32,550.00
Trim ground cover as scheduled; January through December.			

EXHIBIT A
PRICING AND BILLING SCHEDULE

Landscaping and Lighting Act District No. 4
Zone No. 74 - Tesoro Del Valle

d. Tree/Shrub Disease Control	2	<u>\$ 3,757.50</u>	<u>\$ 11,515.00</u>
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Provide disease control as scheduled; February through May

Irrigated Planted Slopes / Flat Areas Total On-going Cost per Year	<u>\$196,469.82</u>
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CHERRY TREE MITIGATION (5.1Acres)

a. Management of Cherry Tree Area	1	<u>\$ 18,000.00</u>	<u>\$ 18,000.00</u>
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Provide management per Cherry Tree Mitigation Statement of Work Exhibit B-9

FIRE PROTECTION SLOPES (Approx. 16.6 Acres)

Brush Clearance/Weed Abatement -	1	<u>\$ 6,500.00</u>	<u>\$ 6,500.00</u>
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Provide general brush clearance/weed abatement as scheduled in May - June.

NATURAL AREA (43,591 Square Feet)

Visual inspection	52	<u>\$ 38.70</u>	<u>\$ 2,012.40</u>
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Provide pick-up trash and remove off site.

COST SUMMARY & ESTIMATED HOURS

	Annual Cost
A. Turf Care	<u>\$ 3,527.30</u>
B. Irrigated Planted Slopes / Flat Areas (Conventional and Point Irrigation)	<u>\$ 196,469.82</u>
C. Cherry Tree Mitigation	<u>\$ 18,000.00</u>
D. Fire Protection Slopes	<u>\$ 6,500.00</u>
E. Natural Area	<u>\$ 2,012.40</u>
Total	<u>\$ 226,509.52</u>

EXHIBIT A-2
UNIT PRICE LIST

THE FOLLOWING PRICES ARE HEREBY MADE APART OF THIS AGREEMENT

Unit prices for additional work item(s):

1. Replacement pop-up sprinkler (spray)	4" @ \$	<u>13.50</u>	ea.
	6" @ \$	<u>15.50</u>	ea.
	12" @ \$	<u>22.00</u>	ea.
2. Replacement fixed riser (spray)	4" @ \$	<u>3.65</u>	ea.
	6" @ \$	<u>3.05</u>	ea.
	12" @ \$	<u>4.00</u>	ea.
3. Replacement spray head only	4" @ \$	<u>13.50</u>	ea.
	6" @ \$	<u>15.50</u>	ea.
	12" @ \$	<u>22.00</u>	ea.
4. Replacement pop-up gear	4" @ \$	<u>n/a</u>	ea.
	6" @ \$	<u>27.50</u>	ea.
	12" @ \$	<u>36.50</u>	ea.
5. Replacement fixed riser sprinkler	@ \$	<u>8.50</u>	ea.
6. Replacement of irrigation control valve (Griswold dirty water services 1", 1 1/4", 1 1/2", 2")	@ \$	<u>250.00</u>	ea.
7. Replacement of diaphragm	@ \$	<u>65.00</u>	ea.
8. Replacement of solenoid	@ \$	<u>65.00</u>	ea.
9. 1 gallon shrub planted	@ \$	<u>8.50</u>	ea.
10. 5 gallon shrub planted	@ \$	<u>26.50</u>	ea.
11. 5 gallon tree planted (stakes included)	@ \$	<u>32.00</u>	ea.
12. 15 gallon tree planted (stakes included)	@ \$	<u>75.00</u>	ea.

- | | | | | |
|-----|--|------|---------------|-----|
| 13. | 24" box tree planted (stakes included) | @ \$ | <u>225.00</u> | ea. |
| 14. | 36" box tree planted (stakes included) | @ \$ | <u>700.00</u> | ea. |
| 15. | Flat of ground cover planted | @ \$ | <u>25.00</u> | ea. |
| 16. | Liner stock planted | @ \$ | <u>35.00</u> | ea. |

EXHIBIT B

STATEMENT OF WORK

<u>EXHIBITS</u>	<u>DESCRIPTION</u>
B-1	Administrative Specifications
B-2	Specifications For The Provision Of Landscape And Appurtenant Maintenance Services For Landscaping And Lighting Act (LLA) Districts
B-3	Special Districts Annual Maintenance Program Schedule
B-4	Tree Pruning and Removal
B-5	Preventative Disease Control
B-6	Special Districts Irrigation Program
B-7	Summer Irrigation Schedule Form
B-8	Winter Irrigation Schedule Form
B-9	Cherry Tree Mitigation
B-10	Zone Map

EXHIBIT B-1

STATEMENT OF WORK ADMINISTRATIVE SPECIFICATIONS

1. GENERAL REQUIREMENTS

1.01 Contractor shall thoroughly complete each task in a professional, workmanlike manner. To this end, he will use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

1.02 Contractor shall provide the labor, materials, and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. Tasks shall be performed with nothing but the highest of standards at no less than the frequencies set forth herein.

1.03 Contractor is hereby required to render and provide building and grounds maintenance services including, but not limited to, turf mowing, edging, trimming, overseeding, reseeding, fertilization, aeration, irrigation, hand watering and bleeding of valves as necessary during emergencies when automatic systems are not functioning, pruning and renovation of turf and shrub areas as well as provide weed control, disease control, tree maintenance, maintenance of irrigation systems including backflow prevention devices, repair of walkways, pumps, walkway lighting systems and the necessary maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the County of Los Angeles Department of Parks and Recreation, as set forth herein or revised by County. The specific frequencies per site are identified in Exhibit A, Pricing and Billing Schedule and govern the Contractor's completion of required operations.

1.04 Contractor shall not work or perform any operations, particularly during periods of inclement weather, which may destroy or damage groundcover, athletic or turf areas.

1.05 The Contractor recognizes, that during the course of this Agreement, other activities and operations may be conducted by County work forces and other contracted parties. These activities may include, but, not be limited to, landscape

refurbishment, irrigation system modification or repair, construction and/or storm related operations. The Contractor may be required to modify or curtail certain tasks and operations and shall promptly comply with any request therefore by the Director.

1.06 Contractor shall, during the hours and days of maintenance service, as identified in Section 9, respond to all emergencies within two (2) hours of notification.

1.07 Contractor shall be required to clearly identify and equip each vehicle used at said facilities with decals on the exterior right and left front door panels identifying the Contractor's name, and phone number.

2. ZONE TO BE MAINTAINED

2.01 The area/zone to be maintained under the provisions of this Agreement is shown on Exhibit A-10, Zone Maps, attached hereto and incorporated herein, and identified as:

Group 2:

Zone Number 74, Tesoro Del Valle

This zone is landscaped with turf, groundcover, shrubs, and is irrigated by manual and/or automatic irrigation systems.

2.02 Contractor acknowledges personal inspection of the area/zone and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in their present physical condition, and agrees to make no demands upon County for any improvements or alterations thereof.

3. CERTIFICATIONS/REPORTS

3.01 Payroll and Prevailing Wage Report

Contractor shall complete a Payroll and Prevailing Wage Certification Report which shall be made available to the Director concurrent with the monthly invoicing. Contractor may use Exhibit D "Public Works Payroll Reporting and Certification Form" or provide the required information in a form acceptable to the Director. The monthly payment will not be made until such report is received and found acceptable by the Director.

3.02 Maintenance Function Report

Contractor shall maintain and keep current a report that records when all Periodic, Seasonal, and Additional Work, maintenance functions performed by Contractor's personnel were completed. Said report shall be in a form and content acceptable to the Director and will be made available to the Director upon request. The monthly payment may not be made if such report is requested and not made available or is in a form that is unacceptable to the Director.

3.03 Certification of Specialty Type Maintenance

When applicable, Contractor shall include with the monthly invoice, those specialty type maintenance items completed. The following information shall include but not be limited to:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. A valid licensed California Pest Control Advisor's recommendations and copies of corresponding Agricultural Commissioners Pesticide Use Reports signed by a licensed California Pest Control Operator for all chemical, disease and pest control work performed. The report shall be accompanied by a listing of each material used, quantity used, the location of use, the date used, the person responsible for the report, the applicators name and the license number under which the applicator was operating.

3.04 Certified Monitoring Reports for Living Wage Program

Contractor shall submit to the County, certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of Contractor's current health care benefits plan, and Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary.

If the County requests additional information, Contractor shall promptly provide such information. Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

4. ADDITIONAL WORK

4.01 The Director may at his discretion, without increasing the contract price as identified in Exhibit B "Pricing and Billing Schedule", modify the Contractor's On-Going Maintenance Task and Schedule when such work arises out of extraordinary incidents such as vandalism, Acts of God, and third party negligence; or services required due to new or modification of existing area/zone.

4.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the Director. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the Director may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. However, within twenty-four (24) hours after receiving a verbal authorization, the Contractor shall submit a written estimate to the Director for approval.

4.03 All additional work as provided for in Section 7 of the agreement shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

5. CONTRACTOR'S DAMAGES

5.01 All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

5.02 All such repairs or replacements shall be completed within the following time limits.

a. Irrigation damage shall be repaired or replaced within one watering cycle.

b. All damages to shrubs, trees, turf or groundcover shall be repaired or replaced within five (5) working days.

5.03 All repairs or replacements shall be completed in accordance with the following maintenance practices.

a. Trees

Minor damage such as bark lost from impact of mowing equipment shall be remedied by a qualified tree surgeon or arborist.

If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Director.

b. Shrubs

Minor damage may be corrected by appropriate pruning as required in the "Pruning and Hedge Trimming Operation" of the On-Going Maintenance Specifications.

Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the provisions in "Plant Materials" of the Seasonal Specialty Task Specifications.

c. Chemicals

All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to insure its ability to support plant life.

d. Appurtenances

All damage caused to components of the area/zone such as pumps, pump houses, doors, drainage structures, walkways, fences, light fixtures etc. from accidents or cumulative effects of incidents caused by the carelessness of Contractor's staff shall be immediately corrected at the Contractor's expense.

6. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

6.01 Should any misunderstanding arise, the Director will interpret this Agreement. If the Contractor disagrees with the interpretation of the Director, Contractor shall continue with the work in accordance with the Director's interpretation. Within thirty (30) days after receipt of the interpretation, Contractor may file a written request for a hearing before a Disputes Review Panel as provided hereinafter. The written request shall outline in detail the area of dispute.

6.02 The Disputes Review Panel will be appointed by the Director and will be composed of not less than three County personnel having experience in the administration of grounds maintenance contracts. The panel will convene within one (1) week of appointment in order to hear all matters related to the dispute. The hearing will be informal and formal rules of evidence will not apply. The Panel will submit its recommendation to the Director, for his consideration, within one (1) week following the conclusion of the hearing. The Director shall render an interpretation based upon his review of the Panel's recommendation.

7. OFFICE OF INQUIRIES AND COMPLAINTS

7.01 The Contractor shall maintain an office at some fixed place located in the Los Angeles Metropolitan Area and shall maintain a telephone thereat, listed in the telephone directory in its own name or in the firm name by which it is most commonly known and shall, during the daily hours of maintenance operation, have some responsible person(s) employed by the Contractor to take the necessary action regarding all inquiries and complaints that may be received from the Director, County personnel or patrons using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of any complaint within one (1) hour of receipt of such complaint by the answering service. During normal working hours, the Contractor's Foreman or employee of the Contractor, who is responsible for providing maintenance services shall be available for notification through electronic communications.

7.02 During the normal days and hours of operation, whenever immediate action is required to prevent impending injury, death or property damage to the facilities being maintained, County may, after reasonable attempt to notify the Contractor cause such action to be taken by the County work force and shall charge the cost thereof as determined by the Director, against the Contractor, or may deduct such cost from an amount due to Contractor from County.

7.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action.

The log of complaints shall be open to the inspection of the Director at all reasonable times.

7.04 All complaints shall be abated as soon as possible after notification; but in all cases within 24 hours, to the satisfaction of the Director. If any complaint is not abated within 24 hours, the Director shall be notified immediately of the reason for not abating the complaint followed by a written report to the Director within five (5) days. If the complaints are not abated within the time specified or to the satisfaction of the Director, the Director may correct the specific complaint and the total cost incurred by the County will be deducted and forfeit from the payments owing to the Contractor from the County.

8. SAFETY

8.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to, full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

8.02 It shall be the Contractor's responsibility to inspect, and identify, any condition(s) that renders any portion of the area/zone unsafe, as well as any unsafe practices occurring thereon. The Director shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to; filling holes in turf areas and paving, using barricades or traffic cones to alert the public of the existence of hazards, replacing valve box covers, and securing the area/zone so as to protect members of the public or others from injury. During normal hours Contractor shall obtain emergency medical care for

any member of the public who is in need thereof, because of illness or injury occurring within the landscape easement area. Contractor shall cooperate fully with County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

9. HOURS AND DAYS OF MAINTENANCE SERVICES

9.01 The basic daily hours of maintenance service shall be as follows:

- a. For the months of November through April, 7:00 a.m. to 3:30 p.m.
- b. For the months of May through October, 6:00 a.m. to 2:30 p.m.

9.02 Contractor shall provide adequate staffing to perform the required maintenance services during the prescribed hours five (5) days per week. Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the Director.

9.03 Per State of California Labor Code, Contractor is directed to the following prescribed requirement with respect to the hours of employment. Eight (8) hours of labor under this Agreement shall constitute a legal day's work and said Contractor shall not require or permit any laborer, worker or mechanic, or any subcontractor employed by him to perform any of the work described herein to labor more than eight (8) hours during any one day or more than forty (40) hours during any one calendar week, except as authorized by Labor Code Section 1815, under penalty of paying to the County the sum of Twenty-Five Dollars (\$25) for each laborer, worker or mechanic employed in the execution of said Agreement by him, or any subcontractor under him, upon any of the work included in said Agreement for each calendar day during which such laborer, worker, technician, specialist or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day or forty (40) hours in any one calendar week, in violation of the provisions of Section 1811 to 1815, inclusive, of the Labor Code of the State of California.

10. MAINTENANCE SCHEDULES

10.01 Contractor shall, within ten (10) days after the effective date of this Agreement, submit a work schedule to the Director for review and approval. Said work schedule shall be set on an annual calendar identifying and delineating the time frames for the required functions by the day of the week, morning and afternoon. In addition, Contractor shall notify the Director, in writing, at least two (2) weeks prior to the scheduled date and time for the eradication process of rodents pursuant to Section 46 of the Statement of Work.

10.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the Director for his review, and if appropriate his approval, within five (5) working days prior to scheduled time for the work.

10.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the Director for Specialty Type maintenance as set forth immediately hereinafter.

10.04 Contractor shall notify the Director, in writing, at least two (2) weeks prior to the date and time of all "Specialty Type" maintenance operations. "Specialty Type" operations are defined as:

- a. Fertilization
- b. Turf renovation/reseeding
- c. Micro-Nutrients/soil amendments
- d. Spraying of trees, shrubs or turf
- e. Aesthetic tree pruning
- f. Other items as determined by the Director.

11. CONTRACTOR'S STAFF

11.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. Contractor's employees, whether assigned to any one area/zone or as part of a crew serving any number of areas/zones, shall include at least one individual who speaks and comprehends in the English language.

11.02 The Director may at any time give Contractor written notice to the effect that the conduct or action of a designated employee of Contractor is, in the reasonable belief of the Director, detrimental to the interest of the public within the landscape easement area. Contractor shall meet with representatives of the Director to consider the appropriate course of action with respect to such matter and Contractor shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of Contractor's employees will not be detrimental to the interest of the public within the landscape easement area.

11.03 Director may require the Contractor to establish an identification system for personnel assigned to the facilities which clearly indicates to the public the name of the Contractor responsible for the landscape and grounds maintenance services. The identification system shall be furnished at the Contractor's expense and may include appropriate attire and/or name badges as specified by the Director.

11.04 The Contractor shall require each of his employees to adhere to basic public works standards of working attire. These are basically; uniforms, proper shoes and other gear required by State Safety Regulations, and proper wearing of the clothing. Shirts shall be worn at all times and buttoned.

12. SIGNS/IMPROVEMENTS

12.01 Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval therefore is obtained from the Director.

13. UTILITIES

13.01 The County shall pay for all utilities with the exception of the telephone. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Director. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing current usage with historical usage for the same time period. The excess cost factor, to be deducted from payments to Contractor from County will be

presented to the Contractor by the Director prior to actual deduction to allow for explanations.

14. NON-INTERFERENCE

14.01 Contractor shall not interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

15. USE OF CHEMICALS

15.01 All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by a Qualified Applicator under the direction of a Licensed Pest Control Advisor. Contractor, in complying with the California Food and Agricultural Code, shall provide a copy of a valid Pest Control Business License, a valid Pest Control Advisor's License and a Qualified Applicator's License prior to using any and all applicable chemicals within the area(s) to be maintained.

15.01.01 Contractor, in addition to complying with the California Food and Agricultural Code, must be registered with the Los Angeles County Agricultural Commission. Contractor shall also be certified in categories D and E of the Pest Control Advisor's License and in category B of the Qualified Applicator's License.

15.01.02 If Contractor does not possess a valid Pest Control Advisor's License with appropriate categories, Contractor, upon written consent of the Director per Section 12 of the Agreement, may subcontract this service.

15.01.03 If the chemical application is performed without the necessary Department approvals, including registration, licenses and permits, Director may deduct pro rata from Contractor's invoice applicable contract costs for chemical spraying.

15.01.04 The action above shall not be construed as a penalty but as an adjustment of payment to Contractor due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

15.01.05 In addition to the remedies provided heretofore, this Agreement may be terminated per Section 30 of the Agreement upon Contractor's failure to correct deficiencies in a timely manner.

15.02 A listing of proposed chemicals to be used including; commercial name, application rates and type of usage shall be submitted to the Director for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the Director.

15.03 Chemicals shall be applied only by those persons possessing a valid California Certified Applicator's License. Application shall be in strict accordance with all governing regulations.

15.04 Records of all operations stating dates, times, methods of application, chemical formulations, applicators names and weather conditions shall be made and retained in an active file for a minimum of three (3) years. Contractor shall provide a chemical use report (site specific) with monthly billing. A copy of the PCA recommendation for each application (site specific) shall be provided to the monitor and applicator prior to each application. This shall be in addition to the copy of the usage summary that is provided to the Agricultural Commissioner.

15.05 All chemicals requiring a special permit for use must be registered with the County Agricultural Commissioner's Office and a permit obtained with a copy to the Los Angeles County Department of Parks and Recreation.

15.06 All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California shall be adhered to.

15.07 Chemicals shall be applied when air currents are still; preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.

EXHIBIT B – 2 STATEMENT OF WORK

SPECIFICATIONS FOR THE PROVISION OF LANDSCAPE AND APPURTENANT MAINTENANCE SERVICES FOR LANDSCAPING AND LIGHTING ACT (LLA) DISTRICTS

1. TURF CARE

1.01 The Contractor shall perform at his sole expense the following services:

a. Mowing

Turf shall be mowed with an adequately sharpened rotary or reel-type mower, equipped with rollers, to ensure a smooth surface appearance without scalping. All cool season grasses (Blue Grass and Fescues) to be cut at 2-1/2 inches during April through November and at 2 inches during December to March of each year. The mowing heights will be adjusted by the Director during periods of renovation. All grass clippings will be collected and removed from the site on the same day the area is mowed. A mowing schedule will be established and maintained. This schedule will provide that all areas will be mowed not less than once a week during the warm season of April to November and once every two weeks during the cool season of December to March. This schedule will be submitted to the Director for approval.

b. Power Edge

With each cutting, the edge of the grass along sidewalks, curbs, shrub and flower beds, and walls shall be trimmed to a neat and uniform line. Where trees and shrubs occur in turf areas, all grass shall be removed 6 inches from the trunks of trees and away from the drip line of shrubs by use of power scythe, approved chemicals, or small mowers as required. Trim around all sprinkler heads as necessary in order to provide maximum water coverage. Edging will be done concurrent with each mowing. The edge of the turf shall be trimmed around valve boxes, meter boxes, backflow devices or any structures located within the turf areas. All turf edges are to be maintained to prevent grass invasion into adjacent shrub, flower, and ground cover bed areas. All clippings shall be removed from the site the same day area is edged. After mowing and edging is completed all adjacent walkways shall be cleaned to remove accumulated debris and limit hazardous conditions.

c. Weed Control

Control turf weeds as needed and in accordance with the Annual Maintenance Program Schedule (Exhibit A-3). Hand removal of noxious weeds or grasses will be required as necessary.

d. Insect, Ants, Mollusk and Disease Control

Eliminate all insect, ants, mollusk and disease affecting turf areas as they occur.

e. Aerification

Aerate all turf areas two (2) times annually (May, prior to fertilization and September, prior to fertilization) in accordance with the Annual Maintenance Program Schedule or at the discretion of the Director. Aerate all turf by using ½ inch tines removing 2-inch cores of sod with an aerator machine at not more than 6-inch spacing once over. Director is to be notified at least two (2) weeks prior to the exact date of aerating.

f. Thatch Removal

Verticut all cool season grasses once annually prior to the overseeding operation to be performed in accordance with the Annual Maintenance Program Schedule. Equipment will consist of standard renovating or vertical mowing types. Director is to be notified at least two (2) weeks prior to the exact date of renovation.

g. Irrigation

Irrigation, including hand watering and bleeding of valves during an emergency situation, as required to maintain adequate growth rate and appearance and in accordance with a schedule most conducive to plant growth. Contractor shall have a minimum of two (2) personnel proficient in the operation and programming of Cal Sense ET1 Controllers. Contractor shall procure, (at contractor's expense estimated \$5,200), operate and maintain Cal Sense Command1 Central Computer System at Contractor office throughout the duration of the contract. Contractor shall maintain eight (8) times per year Cal Sense ET GANEE per manufacturer's specifications. Contractor shall contact manufacturer for service and training at (800) 572-8608 on an as-needed basis. Contractor to provide Director with quarterly written irrigation schedule (Exhibit A-7 and A-8) attached hereto. Director shall have the ability to change the irrigation schedule.

During winter months or when weather is 32 degrees or lower, contractor shall run irrigation booster pump once a week for a minimum of ten minutes. Adequate soil moisture will be determined by programming the automatic sprinkler controllers as follows:

1. Consideration must be given to the soil conditions, season temperatures, wind conditions, humidity, minimizing runoff and the relationship of conditions which affect day and night watering. This may include daytime watering during winter weather to prevent icy conditions and manual operation of the irrigation system during periods of windy or inclement weather. During freezing and/or windy conditions, automatic irrigation will be discontinued.

2. In areas where wind creates problems of spraying water onto private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night (between the hours of 7:00 p.m. and 6:00 a.m.).

3. The Contractor shall be responsible for monitoring all systems within the jurisdiction of this specification and correct for: coverage, adjustment, clogging of lines, and removal of obstacles, including plant materials which obstruct the spray.

4. Check systems and adjust and/or repair any sprinkler heads causing excessive runoff, including slope areas, or which throw directly onto roadway paving or walks (where sprinkler heads can be adjusted) within the District.

5. All controllers shall be adjusted to consider the water requirements of each season, plant community, and adverse weather changes.

6. Irrigation system will be controlled by Contractor in such a way as not to cause an excessively wet area which could interfere with the Contractor's ability to mow all turf.

7. The Contractor shall observe and note any deficiencies occurring from the original design and review these findings with the Director, so necessary improvements can be considered.

8. Contractor shall repair all leaking or defective valves immediately upon occurrence, or within twenty-four (24) hours following notification from the Director of such a deficiency.

9. A soil probe shall be used to a depth of twelve (12) inches to determine the water penetration by random testing of the root zones.

10. Contractor shall file a monthly statement with the Department of Parks and Recreation certifying that all irrigation systems are functioning properly and provide an irrigation schedule on a quarterly basis.

11. Contractor shall also be required to file a yearly certification with the Department of Health Services that all backflow prevention devices on the irrigation systems are operating in accordance with the requirements established by the County of Los Angeles, Health Services Department. It will be the responsibility of the Contractor to repair and replace when necessary subject to the provisions of Section 6 hereunder all backflow prevention devices at his sole expense. Said certification shall be completed within thirty (30) days upon notification to the Department of Health Services that said certifications are made.

12. The bleeding of valves and hand watering are to be used only in emergency situations.

h. Fertilization

Turf shall be fertilized two times per year with Best – Triple Twelve 12-12-12 during the months of May and September. All fertilizer used shall be inorganic and granular. Rate for each application shall be one (1) pound of actual available nitrogen per one thousand (1,000) square feet of turf area. In addition to the balanced-type commercial fertilization, the Contractor shall fertilize all turf areas with Best – Turf Supreme 16-6-8 four times a year during March (after aeration), April, October and November of each calendar year at a rate of one (1) pound of actual available nitrogen per one thousand (1,000) square feet. All turf areas fertilized shall be thoroughly soaked immediately after fertilization. Soil tests shall be taken by Contractor one (1) time per year during the month of March. Fertilizer materials and rates maybe adjusted by Director based on test results.

i. Turf Reseeding

Contractor shall once each year during the month of September, overseed all turf areas after aerification and overseed all bare spots as needed throughout the remainder of the year to reestablish turf to an acceptable quality. When Contractor reseeds turf, he will aerify, renovate, or verticut, seed and mulch (spread evenly over the

entire area to a uniform depth of ¼ inch) in this sequence. The Director may require the use of sod when deemed necessary. Contractor shall be entitled to additional compensation for the cost of the sod only provided loss of turf was not due to the negligence of the Contractor.

Overseeing shall be sown at a rate of five (5) pounds per one thousand (1,000) square feet and reseeding of bare areas shall be sown at a rate of eight (8) pounds per one thousand (1,000) square feet. The following seed specifications shall be used for all overseeing and reseeding and may be adjusted at the Director's discretion.

<u>Name</u>	<u>Proportion by Weight</u>	<u>Purity</u>	<u>Germination</u>
Newport Blue Grass	20%	95%	90%
Lolium Perenne "Pennfine" Rye	26-1/3%	95%	85%
Pennant Rye	26-1/3%	95%	85%
Derby Rye	26-1/3%	95%	85%

2. SHRUB, GROUND COVER AND VINE CARE

2.01 The Contractor shall perform at his sole expense the following services:

- a. Pruning (with hand pruners/loppers/saws)

As indicated by the Director, prune shrubbery between the months of January and March to encourage healthy growth habits pertaining to each individual species of plant, and for an overall balanced shape and appearance. All shrubs shall be free of dead wood, weak, diseased, insect-infested, and damaged limbs shall at all times. In general, selective thinning cuts should be made; not "heading" or tipping" cuts. Some growth will need to be thinned or lifted slightly, one foot (1') to two feet (2'), to allow all sprinklers to spray freely. Remove all clippings the same day shrubbery is pruned.

- b. Trimming (with hedge shears or hand-pruners)

Restrict growth by trimming shrubbery and ground covers to area behind curbs and walkways, within planter beds and away from walls, fences and utilities as necessary, or upon written notice by the Director. Keep ground cover trimmed two feet (2') diameter from the base of shrubs. For all high-branches, open shrubbery and all trees, keep ground cover trimmed one foot (1') away from outer perimeter of trunks. For all trees in turf areas, spray a two foot (2') radius clearing out from perimeter of trunk and mulch. Do not use string trimmers/weed whippers around trees and shrubs. Trim designated formal hedges and/or shrubs to heights indicated by the Director.

Trim clinging vines (e.g., Ivy, Ficus, Virginia Creeper) to stay on block wall surfaces - not on buildings (except as designated) nor entangled in groundcover, shrubs or trees.

c. Renovation

Renovate ground covers (e.g. Rosemary, Acacia) according to prescribed practices in the industry as needed to maintain a healthy vigorous appearance and growth rate. All Rosemary ground cover to be renovated and lowered once per year during the months of February through March. Ground cover height shall be at the discretion of the Director.

d. Insect, Mollusk, Ant and Disease Control

Maintain free of disease, insects, ants and mollusks and treat when needed pursuant to Section 4.01.

e. Weed Control

All ground cover and shrub beds are to be kept weed free at all times. Methods for control can incorporate one or all three of the following:

1. Hand removal
2. Cultivation
3. Chemical eradication (mainly within point irrigated areas). No hand weeding on slopes that utilize jute netting. Use chemical eradication twice a year.

f. Fertilization

Mechanically broadcast or individually apply (point irrigation) fertilizer three (3) times per year during the months of March (Best – Triple Twelve 12-12-12), May (Best – Supreme 16-6-8), and September (Best – Supreme 16-6-8). Individually apply Best Triple Twelve 12-12-12 at the rate of 1 cup per plant, to all plants serviced by a point irrigation system. Contractor will cultivate into soil. Soil tests shall be taken by Contractor one (1) time per year during the month of March. One soils test with complete analysis and recommendation(s) shall be taken for every five acres of designated landscape areas. Test site(s) to be determined by the Director. Fertilizer materials and rates maybe adjusted by Director based on test results. The Contractor shall provide the Director with a fertilization schedule, with two (2) weeks' notification prior to the proposed fertilization.

g. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g of this specification.

h. Shrub and Ground Cover Replacement

All damaged, diseased (untreatable) or dead shrubs and ground covers will be replaced as provided for under the provisions of Section 5 of the Administrative Specifications with the exact same material that existed and of similar size as required by the Director unless otherwise notified by the Director in writing. Shrubs and ground covers damaged or lost due to Contractor negligence shall be replaced at Contractor's expense. Shrubs and ground covers damaged or lost due to vandalism shall be replaced at Contractor's expense. Substitutions for any plant materials must have prior approval in writing by the Director. Original plans and specifications should be consulted to determine correct identification of species. All shrubs shall be guaranteed to live and remain in healthy condition for no less than six (6) months from the date of acceptance of the job by the Director.

3. TREE CARE

3.01 The Contractor shall perform at his sole expense the following services:

a. Tree Maintenance

1. Maintain seven (7) foot clearance for branches overhanging walks and fourteen (14) foot clearance for branches overhanging beyond curb line into the paved section of streets where applicable.

2. Control insects and diseases as needed pursuant to the provisions of Section 4.

3. Stake and support all replacement trees and replace stakes which have been broken or damaged on existing trees as required.

i. Tree stakes shall be pentachlorophenol treated lodge pole pine not less than eight (8) feet in length for five (5) gallon size trees and not less than ten (10) feet for fifteen (15) gallon trees sizes, (two (2) per tree).

ii. Guy wires where required and plant ties will be of pliable, zinc-coated ten (10) gauge wire (two (2) ties per tree).

iii. Hose for covering wire to be either new or used garden hose at least one-half (1/2) inch in diameter (hose ties should allow for minimum of three (3) additional inches of clearance beyond the diameter of the branch or trunk being secured).

iv. Stakes will not be placed closer than eight (8) inches from trunk of the tree.

v. Stakes and ties will be placed so no chafing of bark occurs and shall be checked frequently and retied to prevent girdling.

b. Tree Pruning

During the first three (3) years, head back lower branches and prune all trees, including those on the slopes, for correct branching structure.

c. Fertilization

Apply/install tree fertilizer tablets (Best – Best Tabs 20-10-5) within drip line of tree two times per year (during the months of May and October).

d. Irrigation

Irrigation will be programmed in conjunction with automatic controllers or manual control valves servicing turf or ground cover and shrub areas in accordance with the requirements of Section 1.01, Paragraph g.

e. Tree Replacement

All trees permanently damaged will be replaced as provided for under Section 5 of the Administrative Specifications with the identical species of tree existing previously, unless otherwise notified in writing by the Director. The need for and the size of replacement will be determined by the Director at the monthly maintenance inspection meeting or upon written notification. Size of the replacement shall be of a like size not to exceed a 24-inch box specimen container size. Substitutions will require prior written approval by the Director. Original plans and specifications should be consulted to insure correct identification of species. Trees permanently damaged or lost due to vandalism shall be replaced at Contractor's expense. Director shall be notified prior to removal and/or replacement.

4. USE OF CHEMICALS (PESTICIDES) AND DISEASE AND PEST CONTROL

4.01 The Contractor shall perform at his sole expense the following services:

a. Chemical Application

All work involving the use of chemicals will be accomplished by a State of California licensed pest control operator. A written recommendation by a person

possessing a valid California Pest Control Advisor License is required prior to chemical application.

b. Permits

All chemicals requiring a special permit for use must be registered by the Contractor with the County Agricultural Commissioner's office and a permit obtained with a copy to the County Department of Parks and Recreation prior to use. A copy of all forms submitted to the County Agricultural Commissioner shall be given to the Director on a timely basis.

c. Compliance with Regulations

All regulations and safety precautions listed in the "Pesticide Information and Safety Manual" published by the University of California will be adhered to.

d. Pest Control

Control of ground squirrels, gophers, and other burrowing rodents by trapping and/or eradication will be provided by the District Zone. The Contractor is not responsible for this service, however, when Contractor sees evidence of such activity they are to notify the Director. Whenever holes are visible upon the surface, these holes shall be filled and securely tamped to avoid moisture runoff entering the holes by the County Agricultural Department who will provide pest control for each District Zone. This procedure shall be followed in all areas especially within all slope areas.

5. GENERAL CLEANUP

5.01 The Contractor shall perform at his sole expense the following services:

a. Trash Removal

Remove all trash and accumulated debris from site.

b. Policing of Areas

All areas under maintenance and other designated areas will have above identified trash removed in conjunction with the approved maintenance schedule for each District/Zone.

c. Concrete/Asphalt Median Strip Maintenance

Contractor is responsible for weed and grass removal within concrete asphalt median strip areas.

d. Curb and Gutter Maintenance

Contractor is responsible for removal of weeds and grass from curb and gutter expansion joints located adjacent to designated maintenance areas at all times.

e. Removal of Leaves

Accumulations of leaves shall be removed from all areas not less than once per week.

6. IRRIGATION SYSTEM MANAGEMENT

6.01 All irrigation systems within the Zones landscaped areas designated in this Specification will be repaired and maintained as required for operation, by the Contractor at his sole expense in the following manner:

a. Scope of Responsibility

The Contractor shall maintain or repair and keep operable all irrigation equipment consisting of sprinkler heads, remote control valves, quick couplers, risers, automatic controllers, booster pumps, and backflow prevention devices. This paragraph does not require the Contractor to make a complete piping replacement of the system.

b. Replacement Requirements

Replacements will be of original materials or substitutes approved by the Director in writing prior to any installation.

c. Extent of Responsibility

The Contractor will be responsible for immediate maintenance (repair or replacement) of all irrigation system components including those damaged due to vandalism. Contractor will be responsible at all times for hand watering and the bleeding of valves in emergency situations as required to sustain and prevent loss of turf, trees, plants, and ground covers when automatic systems are not functioning. The replacement to be provided by the Contractor shall be the normal deterioration, wear and tear, or negligence upon the part of the Contractor. The replacement caused by acts of God and third party negligence will be accomplished by the Contractor as provided for in this Contract.

7. MAINTENANCE AND REPAIR OF DRAINAGE SYSTEMS AND MISCELLANEOUS IMPROVEMENTS

7.01 Drainage Systems

The following services shall be provided by the Contractor at his expense except as otherwise provided for:

a. All surface drains ("V" ditches), if any, shall be kept clear of debris and overgrown planting so that water will have an unimpeded passage to its outlet. Contractor will repair or replace concrete portions as necessary, for which the Contractor will receive additional compensation.

b. All sub-surface drains (except storm drains), if any, shall be periodically flushed with water to avoid build-up of silt and debris. All inlets to sub-surface drains shall be kept clear of leaves, paper and other debris to ensure unimpeded passage of water. Contractor shall replace all broken or stolen sections of pipe, catch basin boxes and grates, for which additional compensation shall be authorized.

7.02 Miscellaneous Improvements

It will be the responsibility of the Contractor to repair or replace mowing strips, within the Zone unless otherwise specified. Contractor shall be entitled to additional compensation for this service.

8. MAINTENANCE INSPECTIONS

8.01 The Contractor shall:

a. Weekly perform a maintenance inspection during daylight hours of all facilities within the District. Such inspection shall be both visual and operational. The operational inspection shall include operation of all irrigation, lighting, and other mechanical systems to check for proper operational condition and reliability.

b. Monthly meet on site with an authorized representative of the Director for a walk-through inspection. Said meeting shall be at the convenience of the Director and may include residents of the community. The Director shall notify the appropriate local representatives of the time and place of each walk-through inspection at least one (1) week prior to such inspection. In addition, weekly interim inspections may be made by the Director. The Contractor will be provided with a written notice including specified time frames to correct any deficiencies identified in the performance of this agreement. It

should be noted that a leaking valve must be repaired within twenty-four (24) hours following verbal and/or written notification.

9. GRAFFITI ERADICATION AND CONTROL

9.01 Contractor shall be responsible to remove all graffiti as it appears upon any appurtenant structures or equipment within the areas under his maintenance.

9.02 All materials and processes used in graffiti eradication shall be non-injurious to surfaces and adjacent District property and approved by CAL-OSHA. Materials and processes to be used must be approved by Director prior to use.

9.03 Contractor shall be reimbursed only for the cost of materials including sales tax used to remove graffiti.

9.04 In the event a surface must be repainted as determined by Director, appropriate surface preparation shall be made on painted walls, and paint applied shall be the exact shade of color as existing paint. Contractor shall be reimbursed for labor and materials plus the overhead and profit factor as provided for in the Contract.

10. FIRE PROTECTION SLOPE AREAS MAINTENANCE

10.01 These slope areas are hillside areas and are designed to meet Los Angeles County Ordinances for fire retardation. These areas generally occur in sloping terrain with gradients ranging 10 percent to 100 percent. Slopes are either manufactured or natural. The natural slopes have been brushed to remove certain plant materials. Manufactured slopes have been hydro mulched or planted in accordance with applicable County ordinances. Use of these areas by the residents should be minimal.

10.02 The maintenance of the natural slopes requires that the weeds and native brush be clipped to a height of 2 to 4 inches for a distance of at least 100 feet or additional footage as required by Los Angeles County Forester and Fire Warden from a dwelling or structure. Also, dead wood from woody plants shall be trimmed when the area is brushed. Apply water within the cleared zone only as needed during fire season to maintain sufficient moisture content for sustenance of the plants and to inhibit combustion. Remove all debris from this operation off the District Zone property. Weeding shall commence immediately following the rainy season once the growth of weeds has reached a maximum of 12 inches in height or when the County Forester and

Fire Warden has determined that a fire hazard condition exists. The required weeding shall be completed as soon as possible following its commencement and shall be completed throughout a District Zone within a maximum period of thirty (30) days.

Contractor shall be responsible for maintaining the brushed slope areas throughout the year in accordance with the above-identified height of weeds, dead wood removal and distance from dwellings or structures requirements. This may require that certain areas will need additional brushing as directed by the County Fire Marshall. Contractor will be paid additional compensation for additional brushings at the rate specified in the form of bid. Contractor shall also remove weeds to a distance of 30 feet measured from any sidewalk adjacent to a fire protection slope area.

10.03 Where reference is made to weeding, brushing or clearing within 100 feet of a structure, it is intended that the space between the structure and the private property line is the responsibility of the owner of the property except where the District Zone has accepted an easement to maintain a portion of the private lot. As an example, assume a private residential lot has a depth of 100 feet, the rear or side of which abuts a fire protection slope. Assume that the structure is set back 20 feet from the property line abutting this slope. The Contractor's responsibility is within the portion or balance of the 100 feet outside of the private property boundary, or, in this case, 80 feet. However, the District is responsible for those areas where an easement has been accepted by the District over a portion of a private lot. Consult with the Director for any questions regarding these areas.

10.04 The maintenance of the manufactured slopes requires that the planted slopes be weeded on a regular basis throughout the year. Planted slopes which were not hydro seeded shall be kept weed free at all times and the use of chemicals is permitted. Planted slopes that were hydro seeded require weed removal by hand as the use of chemicals is not permitted. The removal of weeds by hand shall be performed each month from March through November during the term of the maintenance contract. Contractor shall program the irrigation system to deliver sufficient moisture within the root zone of trees and shrubs to sustain growth. Contractor shall be responsible for any damage to slope areas caused by excessive watering practices or to plant material caused by lack of water. Plants and trees shall be fertilized in accordance with the requirements of Sections 2 and 3 of these Specifications.

11. NATURAL AREAS MAINTENANCE

11.01 Natural areas are open space areas that have minimal usage due to the sloping character of the land and the rugged landscape materials that are native to the land. Contractor will provide periodic maintenance consisting of debris and litter removal only as directed by the Director.

12. MAINTENANCE, REPAIRS AND REPLACEMENTS DUE TO EXTRAORDINARY INCIDENTS

12.01 Contractor shall be responsible for performing maintenance, repairs and replacement, when the need for such work arises out of Acts of God and third party negligence in accordance with the provisions of this Section. The Contractor shall replace:

- (a) Damaged, diseased (untreatable) or dead shrubs, ground cover and trees in accordance with Sections 2 and 3; and,
- (b) Inoperable irrigation equipment described in Section 6.

The Contractor shall submit a written estimate of the cost for performing such work. The Director may, upon review and approval of such estimate, authorize the Contractor to perform said work by the issuance of a written Work Order. After submittal of the bill, the Contractor shall be reimbursed only for the agreed upon cost estimate. Allowable cost elements for the replacement of shrubs, ground cover, trees and irrigation equipment shall be their wholesale cost plus a factor for overhead and profit, as provided for in the Contract, plus sales tax and plus cost of labor. Reimbursement for the cost of labor for the replacement of irrigation equipment shall be approved by the Director. In the event that the Contractor's written estimate is not approved, then the Director reserves the right to contract with a third party to perform such work.

12.02 Contractor shall notify the County in writing on the same day of discovery of the damage due to extraordinary incidents such as Acts of God and third party negligence. Failure of the contractor to notify the County promptly of these damages will require the Contractor to make repairs at its own costs.

/

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EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
General Maintenance												
1 Trash removal collection/disposal	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
2 Trim branches, trees, etc., for safety visibility	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
3 Visual/operational inspection of facility by Contractor	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly
4 Walk-through inspection with County Representative	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly	Monthly
5 Walkways/parks/play areas clean up	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
6 Inspect and maintain all surface drainage devices (V-ditches)	Monthly	Monthly	Monthly	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	Monthly	Monthly	Monthly
7 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
8 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Turf Care												
9 Mowing & Edging	Every 2 weeks	Every 2 weeks	Every 2 weeks	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Weekly	Every 2 weeks
10 Turf Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
11 Aeration - 1/2 times*	--	--	Prior to Fertilization	--	--	--	--	--	Prior to Fertilization	--	--	--
12 Fertilization*	--	--	15th nitrogen after aeration	15th nitrogen	15th balanced	--	--	--	30th-balanced after aeration	30th nitrogen	30th nitrogen	--
13 Winter overseed-Vertical mow, overseed and top dress*	--	--	--	--	--	--	--	--	--	1st	--	--
14 Chemical weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
15 Usual Disease occurrence treatment*	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

EXHIBIT B - 3

Special District Annual Maintenance Program Schedule

Work Activity	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Ground Cover												
16 Inspect/clean ground cover beds	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
17 Edging	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
18 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
19 Annual color plants	--	--	Replace	--	--	Replace	--	--	Replace	--	Replace	--
20 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
21 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
22 Fertilization - Balanced*	--	--	X	--	X	--	--	--	X	--	--	--
23 Renovation - if needed*	--	15th	X	--	--	--	--	--	--	--	--	--
Shrubs and Vines												
*24 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
25 Insect/disease control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
26 Weed control	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
27 Watering	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*28 Pruning for shape, appearance & Roses (January only)	As Needed (Roses)	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As Needed per Director	As needed per Director
*29 Fertilization - Balanced	--	--	X	X	--	--	--	--	X	--	--	--
Trees												
*30 Fertilization	--	--	X	--	X	--	--	--	X	--	--	--
31 Check for damage/special needs to maintain in healthy condition	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
32 Check/adjust tree stakes ties/guys	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
*33 Preventative Disease Control: Olea Europae (OE), Pyrus Kawakamii (PK), Platanus (PI)		PI	PI	OE, PI	15th-OE					PK	15th-PK	

* Specialty Maintenance Tasks.

FOR Item 33: See Exhibit K-2

NOTE: This chart is a guideline only. The appropriate contract Specification Section should be referenced prior to any work activity.

EXHIBIT B - 4
County of Los Angeles
Department of Parks and Recreation
Tree Pruning and Removal

Tree pruning shall be performed according to the current guidelines established by the National Arborist Association and the international Society of Arboriculture for shade Trees.

No topping shall be allowed and drop crotch pruning shall be standard.

The pruning of shade trees shall only be performed by Qualified tree workers, who , through related training and/or on-the-job experience, are familiar with the techniques and hazards of arboricultural work including trimming, repairing or removing trees, and the equipment used in such operations. The pruning of trees can be a potentially hazardous occupation and is to be undertaken only by a qualified personnel or trainees under the direct supervision of qualified personnel. All tree workers/trainees should be covered by Worker's Compensation, property damage, public liability and completed operations insurance.

All regulatory guidelines shall be followed.

The class of pruning is divided into four (4) categories as follows.

Class 1 - Fine Pruning is recommended for premium quality work with an emphasis on aesthetic consideration in addition to structural integrity.

- Fine pruning shall consist of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area.

Class 2 - Standard Pruning is recommended where aesthetic considerations are secondary to structural integrity and tree health concerns.

- Standard pruning shall consist of the removal of dead, dying, diseased, decayed, thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area.

Class 3 - Hazard Pruning is recommended where safety considerations are paramount.

- Hazard pruning shall consist of the removal of dead, diseased, decayed and obviously weak branches two (2) inches in diameter or greater.

Class 4 - Crown Reduction Pruning shall consist of the reduction of tops, sides or individual limbs.

- It involves the removal of parent limb or dominant leader at the point of attachment of a lateral branch. This practice is to be undertaken only for the following reasons.

- 1) In situations where branches interfere with utility lines.
- 2) Where there has been significant crown dieback.
- 3) When it is necessary to achieve specific topiary training or dwarfing.
- 4) In cases where, due to storm damage or prior incorrect pruning, it is appropriate to prune for safety and aesthetic reasons.

EXHIBIT B - 5

Preventative Disease Control

1. Olea Europaea (Olive Tree)

Fruit Set - preventative treatment

First application to be done when $\frac{1}{2}$ to $\frac{3}{4}$ of blooms are open

Second application to be done 7-10 days after the first application

Exhibit K-1 indicates that this preventative treatment is to be done as follows:

First application - April 1 to May 10, depending upon the blooming stage.

Second application - 7 to 10 days after the first application.

2. Pyrus Kawakamii (Evergreen Pear)

(Fireblight) preventative treatment

Spray application to occur October 1 through mid-November

Fireblight - post treatment after tree specimen has contracted the disease

Prune out diseased wood, sterilizing pruning tools after each cut; Exhibit K-1 indicates when preventative treatment should occur only.

3. Platanus (Sycamore)

Anthraco nose (fireblight) - preventative treatment

This treatment would consist of two (2) applications and possibly a third application depending on the effectiveness of the previous application. Materials used shall be of an approved type by the County Agriculture Department.

Exhibit K-1 indicates - **1st application** to occur during the month of February, during the budding stage.

2nd application to occur during the month of March, during the juvenile growth stage of the leaf.

3rd application to occur during the month of April if there is evidence of blight after mature growth of the leaf

Above applications could vary depending on climatic conditions.

4. Preventative Treatments

Any materials used while performing all of the above described operations will be of a type approved by the County Agricultural Commissioner.

EXHIBIT B - 6 IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

I. SUMMER IRRIGATION SCHEDULE

A. Shrub Beds

1. *Shrub Beds* – Spray Heads
4 minutes per station/per cycle
three cycles per day/five days per week
2. *Shrub Beds* – Stream Heads
10 minutes per station/per cycle
three cycles per day/five days per week
3. *Shrub Beds* – Stream Rotary
15 minutes per station/per cycle
three cycles per day/five days per week

B. Turf Areas

1. *Turf Areas* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week
2. *Turf Areas* – Stream Rotary 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
3. *Turf Areas* – Stream Rotary 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
4. *Turf Areas* – Gear Rotary 180 (half)
20 minutes per station/per cycle
three cycles per day/five days per week
5. *Turf Areas* – Gear Rotary 360 (full)
40 minutes per station/per cycle
three cycles per day/five days per week

C. Planted Slopes

1. *Planted Slopes* – Impact Heads 180 (half)
15 minutes per station/per cycle
three cycles per day/five days per week
2. *Planted Slopes* – Impact Heads 360 (full)
30 minutes per station/per cycle
three cycles per day/five days per week
3. *Planted Slopes* – Spray Heads
5 minutes per station/per cycle
three cycles per day/five days per week

EXHIBIT B - 6 IRRIGATION PROGRAM

Special Districts Irrigation Program Summer and Winter Schedules

II. WINTER IRRIGATION SCHEDULE

As the climate conditions become cooler, the watering schedule will be reduced. The time elements will remain the same, but the number of cycles and number of days will be reduced to three (3) days or less per week.

III. VARIATION OF IRRIGATION SCHEDULES

- A. Variations of the schedules will occur when water has been shut down due to construction by developers which results above-normal watering required to restore landscaping appearance to acceptable level.
- B. Also certain soil conditions may require additional watering, resulting in variations in the schedule for specific stations on a controller.
- C. Private contractor is responsible to make adjustments as needed to maintain acceptable appearance at all times.

IV. INSPECTIONS

District Inspectors will spot check controller schedules on each inspection of a district to assure compliance with irrigation program standards and will conduct a complete irrigation system inspection for each district a minimum of twice a year.

EXHIBIT B - 7

Summer Irrigation Schedule

DATE _____

[illegible]

EXHIBIT B - 8

Winter Irrigation Schedule

DATE _____

[illegible]

EXHIBIT B-9

ZONE 74, Tesoro Del Valle Cherry Tree Mitigation Management and Maintenance Requirements

**DRAFT HOLLY-LEAF CHERRY WOODLAND
MITIGATION PLAN FOR
TESORO DEL VALLE
MITIGATION PROGRAM**

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July 26, 2000

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INTRODUCTION

The conceptual mitigation program described herein provides guidelines for the avoidance and minimization of project impacts to cherry woodland habitat and for the establishment of holly-leaf cherry woodland on 6.0 acres of manufactured slopes within Planning Area A of the Tesoro del Valle Development site (Tentative Tract No. 51644) in Los Angeles County, California. This program has been developed in compliance with Mitigation Measure #24 of the *Final Mitigation Monitoring Plan for Tesoro del Valle Project* (FMMP) (BonTerra Consulting, May 1999), and requirements set for in the *Tesoro del Valle Development Tentative Tract No. 51644 EIR* (October 1996).

The goal of the mitigation program is to preserve and protect designated existing cherry woodland resources and to establish holly-leaf cherry woodland habitat similar to existing habitat within the project site as compensation for project impacts to 6.0 acres of holly-leaf cherry woodland in Planning Area A. Mitigation will consist of the preservation and protection of 7.0 acres of cherry woodland habitat in Wayside Canyon and the establishment of 6.0 acres of holly-leaf cherry woodland species on manufactured slopes within Planning Area A.

This document provides guidelines for initial impact minimization and ongoing protection and preservation of designated cherry woodland habitat in project open space areas, as well as the initial site preparation and planting, long-term maintenance, and long-term site performance monitoring of planted cherry woodland habitat.

PROJECT DESCRIPTION

PROJECT SUMMARY

The Tesoro del Valle development project consists of approximately 1,795 acres located in unincorporated Los Angeles County in the vicinity of the City of Santa Clarita (Exhibit 1). The site is located on the Newhall USGS topographic quadrangle within the San Francisco Land Grant Boundary. The site is located two miles east of Interstate 5 (Golden State Freeway) and north of Seco Canyon Road. San Francisquito Canyon Road presently runs along the eastern boundary of the project site. Site access is provided from San Francisquito Road via Farmer John Lateral Road. The eastern portion of the project site includes portions of the San Francisquito Canyon Significant Ecological Area (SEA No. 19) as designated by the County of Los Angeles.

The proposed project includes 1,791 dwelling units and related recreational and support facilities. Native habitat areas will be preserved and enhanced within approximately 800 acres of open space throughout the project site, including holly-leaf cherry woodland, coast live oak woodland, chaparral, coastal sage scrub, alluvial fan sage scrub, and riparian woodland habitat species.

PROJECT SITE CONDITIONS

The site consists of rolling hills with steep-sided canyon bottoms. San Francisquito Creek traverses the eastern portion of the site from north to south. Most of the site was heavily grazed by cattle for many years; this has resulted in widespread degradation of native habitats and the establishment of annual grassland throughout the site. According to County of Los Angeles fire records, the holly-leaf cherry woodlands located on the project site had not burned in at least 30 years.

Plant Communities

Native Species

Native onsite plant communities include holly-leaf cherry woodland, coast live oak woodland, riparian woodland, needlegrass grassland, chamise chaparral, alluvial fan sage scrub, and coastal sage scrub. A more detailed description of existing native plant communities is provided in the EIR.

Holly-leaf Cherry Woodland

Holly-leaf cherry (*Prunus ilicifolia*) does not typically occur with sufficient density or dominance to be classified as a vegetation series. The species more commonly occurs as a shrub component of relatively moist situations within foothill woodland, chaparral, and coastal scrub communities. Stands with large trees, such as those that occur within the site, are exceptional. Holly-leaf cherry woodland occurs primarily in moist canyons with relatively deep alluvial soils. Prominent understory vegetation includes redberry (*Rhamnus crocea*), squawbush (*Rhus trilobata*), and various native and non-native grasses and forbs.

Non-Native Species

Non-native vegetation within the holly-leaf cherry woodland on the project site consists of non-native grasses such as common wild oat (*Avena fatua*) and red brome (*Bromus rubens*), as well as herbaceous species such as horseweed (*Conyza canadensis*) and cocklebur (*Xanthium strumarium*). The holly-leaf cherry woodland sites have been impacted by grazing, and one woodland area is located adjacent to a horse corral. These ongoing disturbances create favorable conditions for ruderal species such as black mustard (*Brassica nigra*), horseweed, tree tobacco (*Nicotiana glauca*), etc.

Wildlife Species

Holly-leaf cherry woodland is expected to support a similar range of species as those found in the coast live oak woodland and chaparral habitats onsite. A more detailed description of wildlife species known or expected to occur within the site is provided in Technical Appendix C of the EIR.

Both holly-leaf cherry and redberry are larval food plants for the pale swallowtail butterfly (*Papilio eurymedon*). Numerous other invertebrates make use of the nectar produced by the abundant flowers of these plants.

Amphibian species such as the black-bellied salamander (*Batrachoseps nigriventris*) may occur in the moist areas of scrub and chaparral associations, such as north-facing slopes and at the bottom of ravines.

Reptile species typical of woodlands within the project site include western whiptail (*Cnemidophorus tigris*) and western skink (*Eumeces skiltonianus*).

Bird species typical of oak woodland and chaparral within the project site include Anna's hummingbird (*Calypte anna*), house wren (*Troglodytes aedon*), wrentit (*Chamaea fasciata*), California towhee (*Pipilo crissalis*), and white-crowned sparrow (*Zonotrichia leucophrys*).

Large mammals such as mule deer (*Odocoileus hemionus*) and coyote (*Canis latrans*) use the holly-leaf cherry woodland habitats onsite for cover and foraging purposes. The holly-leaf cherry woodland is expected to support a variety of small mammals that feed on the abundant fruit produced by these trees. These insectivores, rodents and lagomorphs (rabbits) comprise the primary food source for raptors and larger mammalian carnivores. Botta's pocket gopher (*Thomomys bottae*) and the desert cottontail (*Sylvilagus audubonii*) have been observed in the upland habitat associations onsite. Other species of insectivores and rodents expected to occur on the project site include ornate shrew (*Sorex ornatus*), California pocket mouse (*Perognathus californicus*), Pacific kangaroo rat (*Dipodomys agilis*), California mouse (*Peromyscus californicus*), brush mouse (*Peromyscus boylii*), and dusky-footed wood rat (*Neotoma fuscipes*).

Hydrology

Intermittent surface flows occur within several drainages onsite, notably San Francisquito Creek. Ephemeral runoff occurs in the unnamed, minor drainages located in the upland portions of the project site. Cherry woodland habitat is located in the bottom of many of these drainages.

PROJECT IMPACTS TO HOLLY-LEAF CHERRY WOODLAND

Project implementation of Planning Area A will result in the loss of approximately 6.0 acres of holly-leaf cherry woodland habitat located within the project site. Habitat impact areas are located within drainages in the western portions of the site.

MITIGATION PROGRAM SUMMARY

Mitigation Measure #24 of the FMMP requires the ongoing preservation of 29 percent of the total cherry woodland habitat onsite (7.0 acres total) and a habitat establishment program that provides a 1:1 compensatory ratio for impacts to 6.0 acres of cherry woodland habitat in Planning Area A. The mitigation program described herein consists of: a summary of initial resource avoidance and minimization measures; long-term preservation measures; and guidelines for the establishment of holly-leaf cherry woodland habitat within 6.0 acres of manufactured slopes in Planning Area A (Exhibit 2). The overall goal of the mitigation program is to protect and enhance cherry woodland resources within the project site by the onsite preservation and establishment of cherry woodland habitat.

The cherry woodland establishment program provided herein includes requirements for: initial implementation (site preparation and planting); long-term maintenance; and long-term site performance monitoring to facilitate establishment of holly-leaf cherry woodland habitat. The preservation and protection guidelines will ensure avoidance and minimization of impacts to preserved cherry woodland areas during project construction, as well as the long-term protection and management of preserved cherry woodland habitat.

MITIGATION SITE CONDITIONS

Habitat Establishment Sites

The proposed cherry woodland establishment sites will be located on manufactured graded slopes compacted to 90 percent. The slope areas consist of two separate areas. One area is located between the southern project boundary and "B" Street. The second area is located along the eastern boundary of Planning Area A, adjacent to the 50-acre conservation easement area in the San Francisquito wash (Exhibit 2). As a means of recreating natural site conditions as much as possible, manufactured slope aspects selected for holly-leaf cherry woodland planting include east facing slopes occurring within the site. Where possible, planting areas will be located near the toe of graded slopes where soils are expected to be fairly moist due to ongoing runoff accumulation from up-slope areas.

Preservation Sites

A total of 7.0 acres of existing cherry woodland habitat will be preserved within Wayside Canyon. Wayside Canyon is located within the western portion of the project site near the project boundary. Existing vegetation in the preservation area consists of mature holly-leaf cherry trees and an understory of redberry, squawbush, and native and non-native grasses and forbs. Soils consist of alluvial materials and include silty and gravelly sands with some fairly dense and moist deposits (AGI, 2000).

RESPONSIBILITIES

This section outlines the various functions of the parties responsible for ensuring the successful implementation of the holly-leaf cherry woodland mitigation program. These functions include: (1) initial impact minimization measures and long-term preservation measures for preserved habitat areas; and (2) the initial establishment of cherry woodland species, as well as the implementation of a long-term maintenance and performance monitoring program. Successful implementation of the program is dependent upon cooperative efforts of four key parties: (1) SunCal/Tesoro LLC, (2) Project Biologist, (3) Project Contractor, and (4) Landscape Contractor. Specific roles of the above parties are described below.

SunCal/Tesoro LLC

SunCal/Tesoro LLC or his assignees and successors in interest will be responsible for retaining a qualified Landscape Contractor to implement the holly-leaf cherry woodland establishment program. SunCal/Tesoro LLC will also be responsible for retaining a qualified Project Biologist (approved by the Los Angeles County Regional Planning Department) to monitor habitat establishment activities. A letter describing the Project Biologist's qualifications will be forwarded to the Los Angeles County Regional Planning Department (Regional Planning Department). SunCal/Tesoro LLC will also be responsible for ensuring that the project contractor complies with impact avoidance measures specified in this document. SunCal/Tesoro LLC will be ultimately responsible for the implementation and success of the mitigation program.

Project Biologist

SunCal/Tesoro LLC will retain a Project Biologist with experience in planning, designing, and monitoring successful native habitat establishment programs in Southern California. The Project Biologist will have knowledge and experience with conceptual and detailed restoration planning and design, habitat mitigation planning and associated resource agency coordination, non-native species management and control planning, restoration implementation planning and monitoring, and long-term restoration growth performance and maintenance monitoring. The Project Biologist will be responsible for monitoring: (1) site preparation activities; (2) native seed mix application and

Tesoro del Valle Mitigation Program

container planting; (3) the five-year maintenance program; (4) holly-leaf cherry survival rates for three years following maintenance discontinuation; and (5) overall site performance. The Project Biologist will also be responsible for coordinating with the Landscape Contractor, SunCal/Tesoro LLC, the California Department of Fish and Game (CDFG), and the Regional Planning Department regarding site status, and for preparing annual site status documentation. The Project Biologist will attend all onsite meetings during implementation, long-term maintenance, and site performance monitoring procedures. The Project Biologist will be responsible for directing the Landscape Contractor and any resource specialists required during plan implementation to ensure compliance with specified performance standards and the successful establishment of holly-leaf cherry woodland species.

Project Contractor

The Project Contractor will be responsible for building the residential and commercial components of the project site. The Project Contractor (and all subcontractors) will be responsible for coordinating with SunCal/Tesoro LLC, the Project Biologist, the Landscape Contractor, and any other resource specialists regarding the implementation of the impact avoidance and resource preservation guidelines set forth in this document.

Landscape Contractor

SunCal/Tesoro LLC will be responsible for retaining a licensed landscape contractor experienced in: (1) non-native species control and management within natural habitat areas; and (2) the installation, establishment and maintenance of successful native habitat establishment programs in Southern California. The Landscape Contractor will be responsible for performing all site preparation procedures, irrigation system installation, applying the native seed mix to designated areas, container planting, performing maintenance tasks, and facilitating compliance with all site performance standards under the direction of the Project Biologist. The Landscape Contractor will also be responsible for coordinating with the Project Biologist regarding installation procedures and ongoing site maintenance procedures, and any necessary remedial measures.

GUIDELINES FOR CHERRY WOODLAND PRESERVATION AND PROTECTION

Initial construction activities will have direct and indirect impacts on preserved cherry woodland habitats. Potential impacts include the alteration of hydrology and habitat degradation during grading and construction activities. Potential short-term indirect impacts on cherry woodland habitat within 200 feet of the grading zone include soil compaction, dust accumulation on trees, erosion, and short- and long-term drainage alteration. The guidelines provided below will ensure avoidance of minimization of impacts on preserved cherry woodland habitat.

INITIAL IMPACT MINIMIZATION AND AVOIDANCE

Seven acres of existing cherry woodlands will be preserved and protected within Wayside Canyon as described below.

Contractor Education Program

The Project Biologist and the Project Contractor will attend a pre-construction meeting to discuss the protection guidelines discussed below. A contractor education program will be presented by the Project Biologist to all contracting personnel during the preconstruction meeting. This program will include a presentation that addresses: 1) the identification of all the preserved cherry woodland resources in the vicinity of the construction zones; 2) the purpose of cherry woodland resource protection; 3) protective measures that avoid direct and indirect impacts to cherry woodland habitat where possible; 4) the ramifications of non-compliance; and 5) procedures to resolve conflicts that may arise during project construction. The program will be based on existing conditions, allowed impacts, and resource protection and impact minimization measures listed in the project EIR and the FMMP. During this presentation the Project Biologist will emphasize that complying with the protection guidelines set forth in this document is crucial for the ongoing preservation of cherry woodland resources and that ongoing teamwork throughout construction will be necessary for the successful implementation of these guidelines. A copy of the education program will be forwarded to the Regional Planning Department.

Protected Zones

A protected zone, defined as a radius extending 15 feet beyond the dripline of a tree (before pruning), will apply to holly leaf cherry woodland habitat within the project area. The protected zone may be encroached upon during construction only under supervision of the Project Biologist. The protected zone will be marked using yellow rope on four-foot T-stakes. The fencing will be installed prior to grading or tree removal, and shall not be removed without approval of the Regional Planning Department or until construction is completed.

Equipment Storage and Access

Equipment will not be stored, parked, or operated within the protected zone of cherry woodland habitat. Temporary structures shall not be placed within the protected zone of cherry woodland habitat. Trenching, excavation, or clearance of vegetation within the cherry woodland protected zone, if necessary, will be accomplished by using hand tools or small hand-held power tools. Any major roots encountered will be conserved to the extent possible and treated as recommended by the Project Biologist. Utility trenches will not be routed within the cherry woodland protected zone unless those locations are required by the serving utility. No planting or irrigation system will be installed within the dripline of any preserved holly-leaf cherry trees. Construction access will be

planned to minimize pruning of preserved cherry woodland. All storage areas will be restored to a natural condition after construction is completed.

Erosion Control

A combination of chain-link and silt fencing will be constructed on the slopes below graded areas to prevent erosion and deposition of materials in woodlands and drainages during grading and construction activities. Back-cutting techniques will be used where grading occurs along the top of slopes to prevent excess soil and rock from escaping downslope and disturbing natural areas.

Natural drainage patterns will be maintained as much as possible during and following construction. Erosion control techniques or sediment control devices, including the use of sandbags, installation of sediment traps, and other appropriate Best Management Practices (BMPs) will be used to control erosion and limit excess drainage if construction activities occur during the rainy season.

Replacement

Any work within the protected zones that result in the death of a holly-leaf cherry tree within two years of disturbance will require replacement. Trees will be replaced at the rate of two trees for each tree that dies, using 15-gallon specimens measuring one-inch or greater in diameter (measured one foot above the base). Replacement trees will be grown from local seed sources where feasible. The permittee will maintain and, if necessary, replace any replacement tree failing to survive for eight years after planting. All replacement trees will meet the specifications set forth above. Planting implementation will be supervised by the Project Biologist. Replacement plants will be maintained and monitored for a period of five years to ensure the long-term success of the replacement plantings.

Vegetation Clearing

Pruning and clearing of native trees, shrubs, and snags should be avoided whenever possible; if avoidance is not feasible, the Project Biologist shall approve any such activity.

Dust Control

All trees in the vicinity of construction activity will be periodically sprayed with water (at least once every three weeks during construction) to reduce dust accumulation on the leaves.

LONG-TERM PRESERVATION AND MANAGEMENT GUIDELINES

The proximity of nearby development has the potential to increase the amount of long-term disturbance to preserved cherry woodland resources. Drainage patterns may be permanently

altered, increasing daily runoff and subsequent sediment and debris deposition. Exotic plant species can become easily established in the native habitat areas, displacing native plant species. Ongoing recreational activities of project residents, which can have adverse effects on the preserved habitats, may include: (1) discarded and dumped refuse, (2) mechanical damage to native vegetation, (3) general degradation of habitat, (4) disturbance of wildlife species, and (5) introduction of domestic pets to the native habitat areas. The following guidelines are intended to minimize disturbance to the preserved cherry woodland habitats.

Access

Human access to the cherry woodlands will be limited to designated hiking and equestrian trails.

Water Quality

Use of herbicides, pesticides, and fertilizers shall be avoided within the urban/open space zones adjacent to preserved cherry woodland habitats to minimize impacts from urban runoff.

Landscaping

Invasive, non-native plant species shall not be used in landscapes adjacent to preserved cherry woodland habitats. Species to be avoided in landscape palettes for areas adjacent to preserved cherry woodlands are listed in Table 1.

**TABLE 1
INVASIVE PLANT SPECIES**

Common Name	Botanical Name
Eucalyptus	<i>Eucalyptus spp.</i>
Tree-of-heaven	<i>Ailanthus altissima</i>
Brazilian pepper tree	<i>Schinus terebinthifolia</i>
Pampas grass	<i>Cortaderia selloana</i>
Fountain grass	<i>Pennisetum setaceum</i>
Spanish broom	<i>Spartium junceum</i>
German ivy	<i>Senecio milkenioides</i>
Periwinkle	<i>Vinca major</i>
Bermuda grass	<i>Cynodon dactylon</i>
Hortentot fig	<i>Carpobrotus edulis</i>
Myoporum	<i>Myoporum laetum</i>

Erosion Control

Sediment traps, sandbags, and other sediment control devices will be used in adjacent development areas to control erosion and sediment deposition in preserved cherry woodland habitats. Rice straw wattles, haybales, existing fill/rip-rap will be used to provide erosion control; non-biodegradable materials such as silt fencing, nylon sandbags, etc. will not be used.

Recreation

Activities such as hunting, plant and animal collection, and ORV use shall be prohibited within the preserved cherry habitat areas.

Pruning

Pruning and clearing of native trees, shrubs, and snags shall be avoided unless they represent a safety hazard.

INITIAL HABITAT ESTABLISHMENT GUIDELINES

This section provides guidelines for holly-leaf cherry woodland habitat establishment on manufactured slopes within the project area .

PLANT SPECIES SALVAGE AND TRANSPLANTATION

Existing native plant species will be utilized within the mitigation site as much as possible by the salvage and re-use of native duff materials and the transplantation of suitable plant species. In this way site-specific plant species can be re-established and retained within the project site.

Native Duff Salvaging

Existing native plant species will be retained onsite through the salvaging of native topsoils and native vegetation (duff) from coastal sage scrub habitat in the southern portion of the project site that is proposed for development. This portion of onsite coastal sage scrub habitat includes mariposa lily (*Calochortus clavatus*), as well as other important native shrubs, herbs, and grasses that will provide an important component of the cherry woodland understory. Salvaged duff materials from this area will be applied to the cherry woodland mitigation sites as re-use of native duff provides a source of site-specific propagules (seeds and root materials), beneficial fungi, nutrients, organic matter, and beneficial soil organisms. Some native species can regenerate and re-establish from duff materials and therefore contribute to overall site coverage. The salvage of mulched vegetation and duff materials from coastal sage scrub areas designated for removal will

provide for the relocation and re-establishment of onsite native species, including mariposa lily, within cherry woodland establishment areas. Holly-leaf cherry trees designated for removal will be chipped/mulched following removal; this mulch material will also be applied to the mitigation site.

Duff will be created by mulching/crushing native vegetation designated for removal, and collecting these materials along with the top four- to six-inches of topsoil. Only high quality, weed-free vegetation will be used and retained. If temporary storage of the materials is necessary, the duff will be stockpiled in piles no higher than three feet. If possible, stockpiles will not be stored for longer than three months. Longer storage periods typically result in the non-viability of propagules and soil microbes (including mycorrhizal fungi). However, duff materials may still be used in the event of long-term storage as they provide organic matter and some nutrient value.

Transplantation

Mariposa lily bulbs will be collected late summer or fall from where the plants occur within coastal sage scrub habitat areas designated for removal. The depth of the bulbs below the ground surface will be recorded so that the bulbs can be replanted at the same depth at the mitigation site. The bulbs shall be collected during fall, when the plants are dormant, as determined by the Project Biologist. If long term storage is necessary prior to planting, the bulbs shall be planted in four inch pots and maintained at a qualified native plant nursery.

SITE PREPARATION

Weed Removal

It is anticipated that there will be minimal weed establishment on or adjacent to the graded slopes. Any weeds that do become established shall be removed prior to planting. Weed removal methods will include: (1) cut and paint method of application (Round-up Pro at a two percent application rate); (2) mechanical removal of above ground vegetation and root materials, as appropriate for specific species; (3) the use of alternate herbicides such as Garlon or other appropriate herbicides; (4) adjustments to treatment frequencies and schedules; (5) mowing and disking (for annual grasses); and (6) "anti-fertilization" (described below under "soils treatments").

Soils Treatments

Holly-leaf cherry woodland species require suitable soil microbiological and physical elements for successful establishment. Fairly loose, aerated soils are required for deep root development and overall successful plant establishment. Healthy soil structure occurs when soils are relatively uncompacted and a network of mycorrhizal fungi is formed within the soil, linking the roots of the native plant species together and providing increased nutrient uptake and improved soil structure

throughout. The fungal hyphae consolidate soil particles into aggregates of different sizes and facilitates the establishment of beneficial soil bacteria and other soil microbes, improving soil structure, and allowing for the ready movement of water through roots and soil fauna. The mycorrhizal network also facilitates the uptake by native plant species of soluble nutrients such as phosphorous and nitrogen, making them unavailable to ruderal weedy species. Weedy species are unable to become established in sites with healthy mycorrhizal networks are present within the soil (St. John, 1993; St. John, 1999).

Several soil treatment methods that facilitate the development of a healthy soil structure are described below. Soil tests will be performed for the manufactured slopes and adjacent areas prior to the development of implementation level plans to identify any soil problems and to determine the appropriate combination of these treatments that will be used.

Auguring

Planting holes will be augured to a depth of two feet beyond the rootball to enable root development.

Inoculation

All holly-leaf cherry woodland planting areas shall be inoculated with mycorrhizal fungi (VAM 80) to facilitate: development of healthy soil conditions; the establishment of native plant species; and minimization of weed and ruderal species development.

Mycorrhizal fungi will also be introduced to the sites through the use of the stockpiled native duff and mulch described above. Native duff provides a source of site-specific propagules (seeds and root materials), beneficial fungi (including mycorrhizal fungi), nutrients, organic matter, and beneficial soil organisms. These materials shall be applied to the holly-leaf cherry woodland mitigation sites to a depth of two- to four-inches using a loader or a dozer.

Irrigation Installation

Seeded and container species will be temporarily irrigated to facilitate germination and plant establishment. Irrigation systems will consist of an overhead and drip system installed throughout the holly-leaf cherry woodland mitigation areas. Overhead irrigation will be used to irrigate the seeded areas and drip components will be used for container species. Once the native seed mix has germinated and become established, overhead irrigation will be discontinued and container species will be irrigated via drip components as needed. The discontinuation of overhead irrigation will minimize the establishment of weed species. Irrigation will be scheduled to encourage deep root growth instead of surface root development.

PLANT ESTABLISHMENT

Plant establishment will consist of planting and seeding procedures described below. The container and seed mix palettes described below are based on assessments of existing cherry woodland coverage and overall species diversity within the project site. In general, existing holly-leaf cherry trees provide 45 to 50 percent coverage, with remaining coverage provided by Mexican elderberry (*Sambucus mexicana*) and native and non-native grasses and herbaceous species. Additional native shrub, herbaceous, and grass species are included in the seed mix and container species palettes to provide increased species diversity in the established habitat areas. All seed and propagule materials will be collected from onsite sources when possible. The use of high quality coastal sage scrub duff materials as described above, rather than lower quality cherry woodland duff materials, will provide for recruitment of a diversity of native understory species.

Seed Mix Species

Table 2 provides a list of seed mix species for the mitigation sites. Seed mixes will be broadcast throughout the mitigation sites to provide perennial grasses, wildflowers, herbaceous, and shrub species.

Fast germinating and growing species such as golden yarrow (*Eriophyllum confertiflorum*) and California brome (*Bromus californicus*) will be used to provide quick cover. These species are also rapid mycorrhizal network builders and will facilitate the rapid establishment of suitable soil conditions (Reifner et al, 1998). Everlasting (*Gnaphalium californicum*), plantain (*Plantago erecta*), giant wild rye (*Leymus condensatus*), deerweed (*Lotus scoparius*), lupine (*Lupinus succulentus*), California poppy (*Eschscholzia californica*), and California melic (*Melica imperfecta*), will also provide an initial cover crop that minimizes erosion and discourages the establishment of weed species.

Seed Mix Application

Seeding will be performed between October 1 and January 31 and during those periods when weather and soil conditions are suitable. In this way, seasonal rains can be used to facilitate appropriate germination and coverage of the seed mix. Timing will be approved in advance by the Project Biologist. Seed mixes will be obtained from reputable and technically experienced native seed suppliers. All seed materials will be collected from onsite sources as much as possible.

The species listed in Table 2 will be broadcast throughout the mitigation site using an appropriate hydroseeding device. All seed used shall be clearly labeled showing type of seed, test date, name of the supplier, and percentage of the following: pure seed, crop seed, inert matter, weed seed, noxious weeds, and total germination content. All seed mixes shall comply with the specifications listed in the implementation level plans. All commercial process or packaging material will be

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delivered to the site in original unopened containers bearing the manufacturer's guaranteed analysis. All seed mixes shall be stored in a dark, cool place and not be allowed to become damp. Hydroseeding will be performed by a two-step process using the application methods described below.

TABLE 2
TYPICAL UNDERSTORY SEED MIX SPECIES
HOLLY-LEAF CHERRY WOODLAND

Common Name	Botanical Name	% germ	% purity	lbs/acre
Common fiddleneck	<i>Amsinckia intermedia</i>	30	70	3
California brome	<i>Bromus carinatus</i>	95	80	1
Elegant clarkia	<i>Clarkia unguiculata</i>	98	85	0.4
Common forget-me-not	<i>Cryptantha intermedia</i>	15	50	0.2
Blue larkspur	<i>Delphinium parryi</i>	98	75	0.1
Blue dicks	<i>Dichelostemma pulchellum</i>	90	80	0.5
California buckwheat	<i>Eriogonum fasciculatum</i>	50	10	0.8
Golden yarrow	<i>Eriophyllum confertiflorum</i>	30	60	3.0
California poppy	<i>Eschscholzia californica</i>	98	80	0.4
California everlasting	<i>Gnaphalium californicum</i>	2	50	1.0
Shining peppergrass	<i>Lepidium nitidum</i>	90	40	0.3
Cudweed aster	<i>Lessingia filaginifolia</i>	15	30	2.0
Giant wild rye	<i>Leymus condensatus</i>	80	80	0.1
Beardless wild rye	<i>Leymus triticoides</i>	90	80	0.2
Deerweed	<i>Lotus scoparius</i>	90	80	1.5
Arroyo lupine	<i>Lupinus succulentus</i>	98	85	0.2
California melic	<i>Melica imperfecta</i>	80	60	0.4
Bush monkeyflower	<i>Mimulus aurantiacus</i>	2	60	0.5
Caterpillar phacelia	<i>Phacelia cicutaria</i>	95	80	0.1
California plantain	<i>Plantago erecta</i>	90	80	0.2
Chia	<i>Salvia columbariae</i>	90	60	0.1
Fringed Indian pink	<i>Silene laciniata</i>	70	60	0.1
Douglas' nightshade	<i>Solanum douglasii</i>	90	20	0.1
Giant needlegrass	<i>Stipa coronata</i>	70	40	5.0
Purple needlegrass	<i>Stipa pulchra</i>	90	80	4.0

Hydroseeding

- Mulch materials shall consist of fiber produced from virgin wood mulch. A total of 500 pounds per acre will be used in the first application; 1,500 pounds per acre will be used in the second application.
- Mycorrhizal fungi inoculum (VAM80) shall be used in the first step.
- The soil stabilizer shall consist of Aztac M binder or approved equivalent and shall be applied at 100 pounds per acre during the first application and at 250 pounds per acre during the second application.
- Rice straw shall be applied at a rate of ⁽⁶⁵ ~~two~~ ^{tons} per acre during the second application to provide additional soil stabilization. The rice straw shall be incorporated into the soil with a straw incorporator or similar device.
- The first application shall consist of all seed, mulch, binder, and inoculum as specified above.
- The second application shall consist of remaining mulch, binder, and straw as specified above.

Container Species Planting

Table 3 lists the container species that shall be planted at each mitigation site. Container species groupings will be located throughout the mitigation site to provide structural and size diversity for the newly established habitat, as well as to provide woody plant, cactus, and succulent species that do not readily germinate from broadcasted seed (toyon [*Heteromeles arbutifolia*], golden currant [*Ribes aureum*], squawbush [*Rhus trilobata*], and coastal prickly pear [*Opuntia littoralis*]). Container planting will also include the mariposa lily bulbs collected from the coastal sage scrub habitat areas prior to project construction. Quantities will depend on the amount salvaged from the site. A typical plant layout, based on evaluations of existing holly-leaf cherry woodland habitat areas onsite, is shown in Exhibit 3.

Planting Methodology

All planting shall be supervised by the Project Biologist, in consultation with the Landscape Contractor. As discussed above, appropriate host species shall be inoculated with mycorrhizal fungi (VAM80) by the contract grower to facilitate the successful establishment of plant species and suitable soil conditions. Container plants specified in Table 3 shall be obtained from reputable

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native plant species suppliers. The following guidelines will be utilized during planting to facilitate successful establishment:

**TABLE 3
CONTAINER PLANT SPECIES LIST
HOLLY-LEAF CHERRY WOODLAND**

Container Species		Container Type	Quantity
Common Name	Botanical Name		
Hoary-leaved ceanothus	<i>Ceanothus crassifolius</i>	1-gallon	296 *
Birch-leaf mountain-mahogany	<i>Cercocarpus betuloides</i>	1-gallon	296 *
Thick-leaved yerba santa	<i>Eriodictyon crassifolium</i>	1-gallon	370 *
Toyon	<i>Heteromeles arbutifolia</i>	1-gallon	296 *
Heart-leaved penstemon	<i>Keckiella cordifolia</i>	1-gallon	370 *
Prickly-phlox	<i>Leptodactylon californicum</i>	1-gallon	370 *
Giant wild rye	<i>Leymus condensatus</i>	1-gallon	1,481 *
Southern honeysuckle	<i>Lonicera subspicata</i> var. <i>johnstonii</i>	1-gallon	740 *
Bush monkeyflower	<i>Mimulus aurantiacus</i>	1-gallon	370 *
Beavertail cactus	<i>Opuntia basilaris</i>	1-gallon	740 *
Holly-leaf Cherry	<i>Prunus ilicifolia ilicifolia</i>	5-gallon 15-gallon	4,072 5050
California scrub oak	<i>Quercus berberidifolia</i>	1-gallon	296 *
Redberry	<i>Rhamnus crocea</i>	1-gallon	740 *
Squaw bush	<i>Rhus trilobata</i> var. <i>pilosissima</i>	1-gallon	740 *
Pink-flowered currant	<i>Ribes malvaceum</i> var. <i>malvaceum</i>	1-gallon	370 *
Golden currant	<i>Ribes aureum</i>	1-gallon	370 *
Black sage	<i>Salvia mellifera</i>	1-gallon	370 *
Mexican elderberry	<i>Sambucus mexicana</i>	1-gallon	370 *
Mariposa lily ¹	<i>Calochortus clavatus</i>	4 in. Pot	5050 Qty?
Chaparral yucca	<i>Yucca whipplei</i> ssp. <i>intermedia</i>	1-gallon	740 *
Giant needlegrass	<i>Stipa coronata</i>	D-40	2,222 *
¹ Quantities will depend on site collection results.			

Timing: Container planting shall occur between October and March and during those periods when weather and soil conditions are suitable. Some native species are dormant during this time period and experience the least amount of stress if planted at this time. Timing will be approved in advance by the Project Biologist. Planting should occur following a rainfall of at least 0.5 inch. If rainfall is low for the season or does not coincide with the desired planting date, the planting areas

should be irrigated to a depth of the deepest container/rootball or 12 inches, whichever is greater, prior to planting.

Container Plant Handling: If temporary onsite storage is necessary, container species should be stored in a protected area away from nearby construction activities and shall be kept moist at all times. The Project Biologist will accept only healthy, vigorous, non-rootbound plant materials. Extended tap root development and minor rootbound conditions shall be appropriately treated via pinching and loosening of appropriate portions of the rootball prior to planting.

Planting

All suitable container species shall be inoculated with mycorrhizal fungi (VAM 80) to facilitate successful root uptake of nutrients and overall plant establishment (St. John, 1993). The following guidelines shall be used during planting to facilitate successful establishment:

Gallon and D-40 Sizes

- Soil moisture level shall be no less than horticulturally acceptable prior to planting.
- Plants shall be removed from the containers in such a manner that the rootball is not damaged.
- The planting hole shall be as deep as the container and twice as wide as the container.
- The rootball shall be thoroughly moistened. If the taproot has begun to circle the can, the roots shall be cut back to a single tap root.
- Native soil backfill material shall be spilled into the hole. The planting hole shall be filled with water and allowed to percolate into the backfill material.
- Set the rootball atop the moistened backfill so that the collar is one inch higher than finished grade.
- Place the remaining backfill material mixture into the planting hole to existing grade.
- Create an irrigation basin berm adjacent to the rootball.
- Irrigate from the top, filling the basin with water and sprinkling around to settle and thoroughly moisten backfill material.

- Place four to five inches of mulch within planting basins (Forest Floor, or other coarse mulch materials). Mulch shall not be placed on the root-crown area.

Mariposa Lily

- The mariposa lily bulbs shall be buried at their initial, pre-salvaged depth (recorded during salvaging process). The soil shall be lightly tamped down.
- Irrigate planted bulbs with water, sprinkling around to settle and thoroughly moisten soils.
- Place four to five inches of mulch within planting areas (Forest Floor, or other coarse mulch materials).

LONG-TERM ESTABLISHMENT SITE MAINTENANCE

Five-year maintenance operations will begin immediately after installation completion for the holly-leaf cherry woodland mitigation program. The intent of the maintenance program is to facilitate the establishment of holly-leaf cherry woodland species within the mitigation sites. The Project Biologist, in coordination with the County of Los Angeles and CDFG, will approve any needed revisions to the specified schedule and methodologies.

The following activities shall be conducted during the maintenance period:

Irrigation. Temporary irrigation will be provided to the cherry woodland mitigation site to ensure the successful establishment of native plant species. The sites must be self-sustainable without supplemental water for five years prior to resource agency final approval of mitigation project completion. Irrigation systems and plans shall be created at two and one-half years and discontinued at three years following implementation to allow for natural seed dispersal and root growth. The site will be maintained and monitored for drought stress and related dieback for five years following irrigation termination. Irrigation will be reactivated in the event of widespread dieback and stress.

Irrigation application and schedules will be implemented to encourage deep root growth (i.e., periodic deep irrigation versus frequent light irrigation). Plant species will be watered at a rate of three to five acre-feet per acre per year. Periodic maintenance will be required to inspect and repair any problems that may develop in the irrigation system. Irrigation system checks will be performed weekly by the Maintenance Contractor during the first six months following installation to ensure that the site is receiving sufficient moisture. Irrigation system checks will consist of separate operations of each valve and verification of the functioning of each irrigation head. Remedial measures to correct irrigation system malfunctions shall be performed by the Maintenance Contractor immediately upon determination.

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Protection. The Landscape Contractor shall be responsible for providing adequate protection of all seeded and planted areas from damage by herbivores, traffic, vandalism, or other intrusions by erecting fencing, caging, or other acceptable structures upon completion of the installation period. Damaged areas shall be repaired immediately by the Landscape Contractor and/or SunCal/Tesoro LLC.

Erosion Control. The Landscape Contractor shall be responsible for providing erosion and sediment control as appropriate to prevent damage to the mitigation sites and immediately adjacent areas.

Signage. The Landscape Contractor shall install signs at the boundaries of the mitigation sites at locations determined by the Project Biologist. The signs will include information regarding the purpose of the mitigation effort, extent of acreage involved, the name of SunCal/Tesoro LLC, and a listing of involved permitting agencies. All final text will be approved by the Project Biologist prior to sign production and installation.

Weed Control. It is important for field crews to be able to distinguish native plant materials from weedy or non-native plants. Before weeding begins, the Project Biologist shall educate the Landscape Contractor and crew regarding differences in desirable and undesirable plant materials. Weed removal shall occur on a monthly basis from March through August, and on an as-needed basis from September to February during each year of monitoring. Non-native grasses will be controlled only if they become problematic and discourage native species germination and establishment. The understory grass species provide soil stabilization as well as foraging opportunities for many wildlife species and are considered an important component of the holly-leaf cherry woodland community. Broadleaf weed tree tobacco (*Nicotiana glauca*), castor bean (*Ricinus communis*), black mustard, and clover (*Medicago* spp.) will be controlled as necessary using hand removal methods and spot treatments of two percent Round-up Pro. Other methods will include: (1) cut and paint method of application (Round-up Pro at a two percent application rate); (2) mechanical removal of above ground vegetation and root materials; (3) the use of alternate herbicides such as Garlon or other appropriate herbicides; and (4) adjustments to treatment frequencies and schedules.

Replacement. During the maintenance period, plants not meeting the required coverage standards and/or poor-health will be compensated by reseeding and replanting using species and quantities specified by the Project Biologist. No reseeding or replanting shall occur in any season that is unfavorable for plant germination and establishment. The Project Biologist will make regular inspections of the work as specified in the Project Biologist Guidelines to assess the condition of all plants and determine any remedial measures necessary to provide adequate coverage.

Trash Removal. The mitigation sites shall be kept clear of all trash and debris.

Tesoro del Valle Mitigation Program

Pest Control. Insects, plant disease, herbivores, and other pests will be closely monitored during the maintenance period. Diseased or infected plants will be immediately disposed of offsite at an appropriate landfill to prevent infection of onsite resources. Where possible, biological controls will be used instead of pesticides, herbicides, etc. Pesticide use will be in accordance with local codes and regulations and at the recommendations of the Project Biologist. Live traps shall be used for rodent control. Plant cages will be used to protect plant species from rodent damage.

Extended Maintenance. When, in the opinion of the Project Biologist, there is poor, unhealthy condition of plant materials, inadequate control of weed species, and non-compliance with performance standards, the maintenance period will be extended beyond the required five-year time period until performance standards are met.

A schedule of maintenance work tasks is provided in Tables 4 and 5.

**TABLE 4
FIVE-YEAR MAINTENANCE PROGRAM SCHEDULE
FOR YEARS ONE TO THREE**

Work Tasks ¹	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Weed Control												
Irrigation maintenance ²												
Pest Control												
Plant Protection												
Erosion Control												
I.D. Plant Mortality								X	X			
Plant Replacement ³												
Trash Removal												
Symbols:	<p>Ongoing Task</p> <p>Task performed one or more times a month; i.e. 4X= four times a month.</p>											
X												
¹	Maintenance task schedule and frequency will be adjusted as appropriate depending on site conditions and in coordination with the Project Biologist.											
²	Irrigation terminated at year three.											
³	As needed.											

PROJECT BIOLOGIST GUIDELINES FOR ESTABLISHMENT SITES

The Project Biologist shall be responsible for monitoring the establishment of cherry woodland habitat onsite. This includes monitoring site maintenance and growth performance for five years as well as performing annual evaluations of holly-leaf cherry tree survival and understory species coverage for an additional three years after completion of five-year maintenance. Monitoring of habitat establishment will include: (1) monitoring site preparation, irrigation installation, seed mix

Tesoro del Valle Mitigation Program

application, container planting, long-term maintenance, and long-term site performance; (2) providing site status documentation; and (3) facilitating the protection of natural resources during initial installation and maintenance activities throughout the mitigation program. The Project Biologist shall also be responsible for coordinating with SunCal/Tesoro LLC, Landscape Contractor, the Project Contractor, the Regional Planning Department, and CDFG regarding site conditions and performance, and required remedial measures.

TABLE 5
FIVE-YEAR MAINTENANCE PROGRAM SCHEDULE
FOR YEARS FOUR AND FIVE

Work Tasks ¹	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Weed Control			X	X	X	X	X	X				
Pest Control												
Plant Protection												
Erosion Control												
I.D. Plant Mortality								X	X			
Plant Replacement ²												
Trash Removal												
<u>Symbols:</u>	<div>Ongoing Task</div> <div>Task performed one or more times a month; i.e. 4X= four times a month.</div>											
X												
¹	Maintenance task schedule and frequency will be adjusted as appropriate depending on site conditions and in coordination with the Project Biologist.											
²	As needed.											

INITIAL ESTABLISHMENT MONITORING

Meetings between the Landscape Contractor, SunCal/Tesoro LLC, Project Biologist, and any other appropriate entities shall be conducted as necessary prior to and during implementation activities to identify and clarify specified methodologies and to resolve any issues that may occur during implementation. The Project Biologist will have the authority to stop all work in the event of unfavorable site conditions. Deviations from this mitigation plan will require prior approval from the Project Biologist and the Regional Planning Department. Site inspections shall be performed on an as-needed basis during site preparation, irrigation installation, seed mix application, and container planting and will also include the tasks listed below:

- Photo documentation of pre-existing site conditions and installation procedures
- Identify non-native species
- Flagging of native species to be retained (i.e. direct landscape contractor to do so)
- Monitor weed control, soils treatment, and irrigation installation, activities

- Identify onsite location and layout of seed mixes and container species
- Conduct field inspections during seed mix application and planting activities
- Coordinate (verbal and written) with the Landscape Contractor, the hydroseed company, the seed supplier, and SunCal/Tesoro LLC

LONG-TERM ESTABLISHMENT MONITORING

Maintenance Monitoring

The Project Biologist shall monitor maintenance activities at the holly-leaf cherry woodland mitigation sites for five years to facilitate the successful establishment of holly-leaf cherry woodland habitat. The Project Biologist shall meet with the Landscape Contractor as necessary, during regularly scheduled site visits as specified below, to discuss site conditions and recommended remedial measures. Potential remedial measures to be recommended to the Landscape Contractor will include but not be limited to the following:

Protection. In the event of herbivore damage, pedestrian damage, vandalism, or other types of site damage, the Project Biologist shall make appropriate recommendations to minimize future damage to the site. Possible protection measures may include additional fencing, caging, live traps, signage, etc.

Weed Control. The Project Biologist shall brief the field maintenance crews as necessary regarding the differences between invasive, problem weed species and desired native species on an as-needed basis (frequency will be based on field personnel changes and field conditions). The Project Biologist shall coordinate with the Landscape Contractor on an ongoing basis regarding appropriate problem weed control measures to facilitate the successful control of weed species and establishment of native plant species.

Replacement Planting. The Project Biologist shall coordinate with the Landscape Contractor regarding appropriate replacement planting measures in the event of widespread plant failure and non-compliance with performance standards specified above. Recommended replacement seed mixes and container species shall include plant species and application quantities that result in establishing a mix of holly-leaf cherry woodland species similar to species existing onsite.

Pest Control. The Project Biologist will coordinate with the Landscape Contractor regarding the control of insects, ground squirrels, and other herbivores, fungi, rust, and other plant diseases and infestations. Recommended control measures will include, but not be limited to, biological control methods, traps, plant cages, and herbicides.

Native Plant Species Growth Performance

A schedule for five years site performance monitoring tasks is provided in Tables 6 and 7. Annual evaluations of holly-leaf cherry tree survival rates and assessment of understory species coverage will occur for three years following the completion of the five year maintenance and monitoring program.

**TABLE 6
LONG-TERM SITE MONITORING SCHEDULE
YEAR ONE**

Work Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Site Monitoring												
Qualitative Surveys	X	X	X	X	X	X	X	X	X	X	X	X
Quantitative Surveys									X			
Photodocumentation	X								X			
Onsite Meetings ¹	X	X	X	X	X	X	X	X	X	X	X	X
Site Status Documentation												
Installation Completion	X											
Progress Reports	X	X	X	X	X	X	X	X	X	X	X	
Annual Status Reports ²												X

¹ Onsite meetings will include, as needed, the Project Biologist, the Landscape Contractor, resource agencies, and any other appropriate parties and will occur as necessary during regularly scheduled site monitoring visits.
² Submitted by January 1 of each year.

The Project Biologist will use the performance standards listed in Table 8 to evaluate the established habitat. Compliance with the performance standards listed herein will be used when evaluating overall mitigation success. The site will be considered successful when planted and seeded native species coverage standards and holly-leaf cherry tree survival rates are achieved. The use of the site by wildlife species for foraging, nesting, and sheltering purposes will be documented during monitoring site visits.

Project Performance Standards

The standards listed in Table 8 will be achieved within the holly-leaf cherry woodland mitigation site. Table 9 in the Project Biologist Guidelines provides definitions of non-compliance. The Project Biologist will evaluate the mitigation site for compliance or non-compliance with the specified performance standards. The use of the mitigation site by wildlife species, as observed during

regular monitoring visits will aid in the overall determination of mitigation success and the need for any remedial measures.

TABLE 7
LONG-TERM SITE MONITORING SCHEDULE
YEARS TWO TO FIVE

Work Tasks	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Site Monitoring												
Qualitative Surveys			X			X			X			X
Quantitative Surveys									X			
Photodocumentation									X			
Onsite Meetings ¹			X			X			X			X
Site Status Documentation												
Progress Reports			X			X			X			
Annual Status Reports ²												X

¹ Onsite meetings will include, as needed, the Project Biologist, the Landscape Contractor, resource agencies, and any other appropriate parties and will occur as necessary during regularly scheduled site monitoring visits.
² Submitted by January 1 of each year.

TABLE 8
NATIVE PLANT SPECIES PERFORMANCE STANDARDS

Year	Coverage		Survival Rate of Tree Species
	Holly-leaf Cherry	Understory Species	
One	15-25	25-35	100 percent
Two	25-35	35-40	100 percent
Three	35-40	40-45	100 percent
Four	40-45	45-50	100 percent
Five to Eight	45-50	50-55	100 percent

**TABLE 9
SITE REMEDIAL PROCEDURES**

Performance Standard	Non-Compliance	Remedial Measure
Percent coverage of holly-leaf cherry trees and understory species listed in Table 8 for years 1 to 8.	>5 percent deviation below specified coverage throughout more than 10 percent of the entire site.	Reseeding and replanting with appropriate species and quantities, irrigation system adjustment, and additional weed control will be recommended as appropriate to facilitate < 5 percent deviation below specified coverage throughout more than 10 percent of the entire site.
100 percent survival rate of container species at years 1 to 8, respectively.	Less than 100 percent survival for each year.	Replanting with appropriate container sizes and quantities, and selection of alternate tree planting sites will be considered.

Site Monitoring and Evaluation

Monitoring performance will consist of the activities described below:

Years One to Eight

- Twelve qualitative surveys will be performed the first year and quarterly qualitative surveys will be performed for years two through five following planting to assess native plant species percent coverage and diversity, native species recruitment and reproduction, plant mortality and germination failure, plant fitness and health, pest problems, irrigation system performance, invasive weed species establishment, and wildlife species use. Qualitative surveys performed during spring of each year (generally March to July) will include an evaluation of wildlife species use of the site, including active searches for amphibians and reptiles by lifting, overturning, and carefully replacing rocks and debris. Birds will be identified through use of standard visual and auditory recognition signs. The presence of nests, or other evidence of breeding activity, will also be noted. Searches for mammals will include searching for and identifying diagnostic sign, including scat, footprints, scratch-outs, dusting bowls, burrows, and trails of various mammal species.
- Randomly located line-intercept transects will be used during the qualitative survey at the end of each year for eight years following planting to more precisely measure native species growth performance. Eight line intercept transects measuring 25 meters in length will be used in the mitigation sites. A total of eight 25 meter-long transects is considered to be a sufficient sampling size based on the moderate level of variability in species and structural composition that is expected to occur within the 6.0-acre mitigation site. Transect quantities will be increased as necessary to adequately capture species diversity and variability within the site. Transect locations will be marked on mitigation site maps.

Measured species coverage will be listed by native and non-native species. Native species coverage will be further broken down to include coverage by age class (seedling, intermediate, and mature) and plant structure/type (shrub, sub-shrub, herbaceous, and grass species). Bare ground, leaf litter, and detritus coverage will also be recorded along each transect. This information will be used to more precisely determine native and non-native species percent coverage, seed mix germination, native species recruitment and reproduction, species diversity and habitat structural diversity on a yearly basis. These transect measurements will allow for the yearly determination of compliance/non-compliance with percent coverage performance standards listed in Table 8.

- Plant mortality will be quantified in August/September of every year for eight years following planting by counting all dead container species. Quantification of mortality will allow for a yearly evaluation of compliance with 100 percent survival rates.
- Pre-established photo documentation stations will be used at the completion of all implementation activities and during each annual quantitative survey to provide visual documentation of the site progress.
- The Project Biologist will meet with the Landscape Contractor as necessary during regularly scheduled site visits listed above to discuss site conditions and recommended remedial measures. Recommended remedial measures will be based on site observations and survey results and follow the guidelines provided in Table 9.

Site Status Documentation

Installation Summary

A letter report summarizing installation and final as-built conditions (including an as-built map) will be submitted by the Project Biologist to SunCal/Tesoro LLC, the Regional Planning Department, and CDFG within six weeks of completion of mitigation installation. The report will include any revisions to site locations, site boundaries, plant materials, etc. listed in the approved mitigation program. The report will include a summary of all plant species planted, seed species broadcast, and photographs of installation activities and site conditions immediately following installation completion.

Progress Reports

Progress reports summarizing site status and recommended remedial measures will be submitted by the Project Biologist to SunCal/Tesoro LLC and the Landscape Contractor following each monitoring site visit, with the exception of the site visits immediately preceding the development of

each yearly status report. Each progress report will provide: estimated native species coverage and diversity; native species health and overall vigor; establishment of volunteer native species; problem weed species; use of the site by wildlife species; significant drought stress; and any recommended remedial measures deemed necessary to ensure compliance with specified performance standards.

Annual Status Reports

Annual site status reports that summarize site conditions will be forwarded by the Project Biologist to the Landscape Contractor, SunCal/Tesoro LLC, the Regional Planning Department, and CDFG at the end of the each year for five years following implementation (five reports total). The first five annual reports will provide: native species coverage and diversity measured during quantitative surveys; plant mortality; compliance/non-compliance with required performance standards; native species health and overall vigor; establishment of volunteer native species; use of the site by wildlife species; the presence of other invasive weed species; and significant drought stress. In the event of substantial non-compliance with the required performance standards, the reports will recommend remedial measures necessary to ensure future compliance with specified performance standards.

Survival Rate Status Reports

A brief letter report summarizing holly-leaf cherry tree survival status and measure understory species coverage will be developed after each annual survival rate evaluation performed during the three-year period following completion of the five-year maintenance/monitoring programs. The letter will list survival rates and understory species coverage and any recommended re-planting measures and will be forwarded to SunCal/Tesoro LLC, the Regional Planning Department, and CDFG.

FINAL ESTABLISHMENT PROGRAM APPROVAL

When the eight-year establishment and monitoring program has been completed and/or when compliance has been documented with eight-year performance standards (as listed in the performance standards listed in Table 8), whichever comes first, the Regional Planning Department and CDFG will be notified by the Project Biologist.

Final Agency Approval

The final annual status report will be forwarded to the Regional Planning Department and CDFG. The Project Biologist and SunCal/Tesoro LLC will meet at the mitigation site with the Regional Planning Department and CDFG to verify the successful establishment of holly-leaf cherry woodland habitat. Based on the verification of successful habitat establishment and compliance

with all performance standards, a letter confirming successful mitigation program completion and concurrence with maintenance and monitoring program termination will be forwarded to SunCal/Tesoro LLC from the Regional Planning Department and CDFG and will serve as an official mitigation program sign-off.

Contingency Plan

SunCal/Tesoro LLC will be responsible for establishing, maintaining, and monitoring the mitigation site for five years and for ensuring survival rates and achievement of percent coverage goals for an additional three years beyond the five-year period or until the performance standards listed in Table B are met at the mitigation site, whichever is shorter.

Non-compliance With Required Performance Standards

If, at the end of each year, there is little or no indication that performance goals are being achieved at the mitigation site, the Project Biologist will analyze noncompliance and poor performance and recommend appropriate remedial measures. The Project Biologist and SunCal/Tesoro LLC will meet with the Regional Planning Department and CDFG regarding site performance and to discuss remedial measures necessary to facilitate the establishment of holly-leaf cherry woodland habitat and compliance with performance goals.

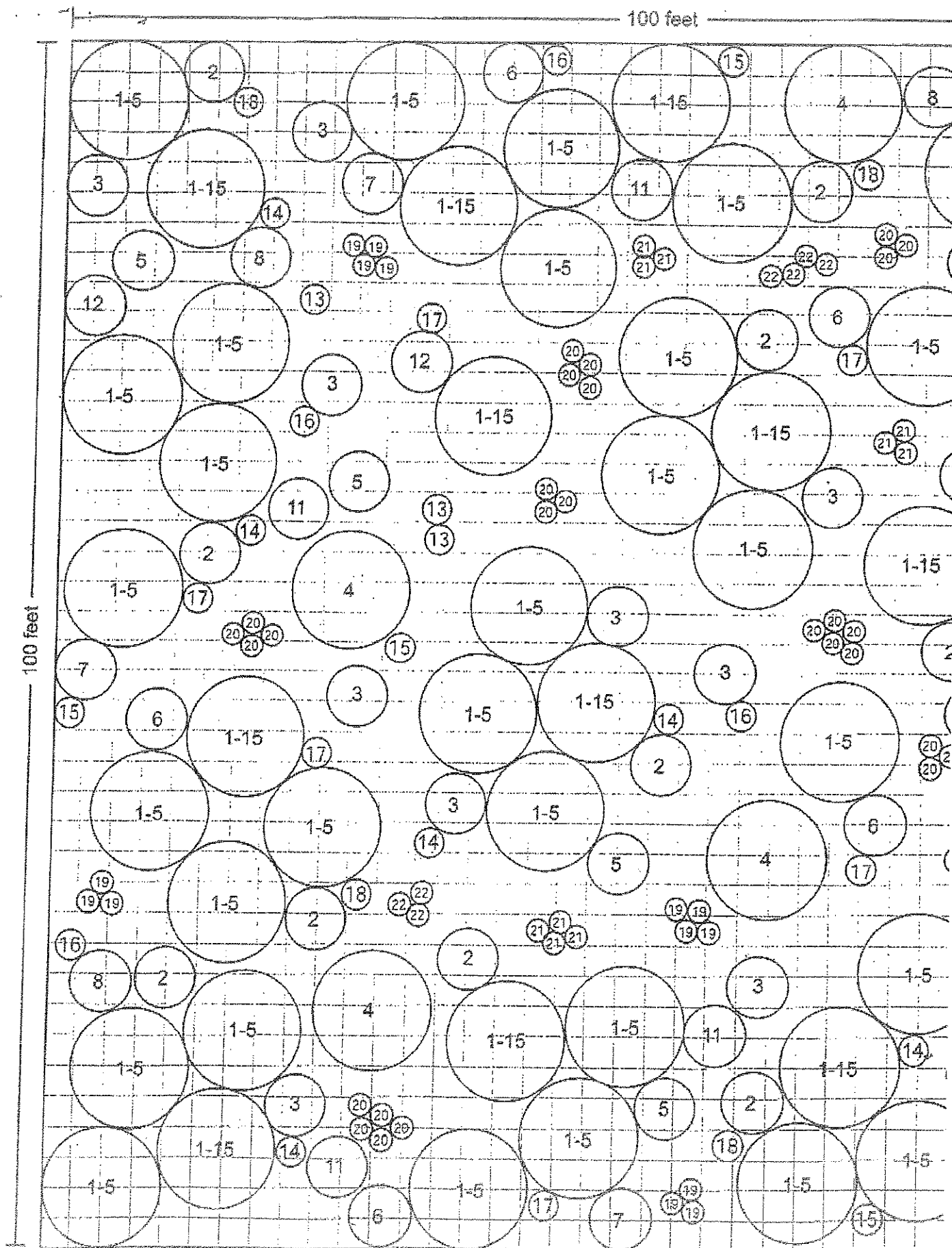
Alternative Mitigation Measures

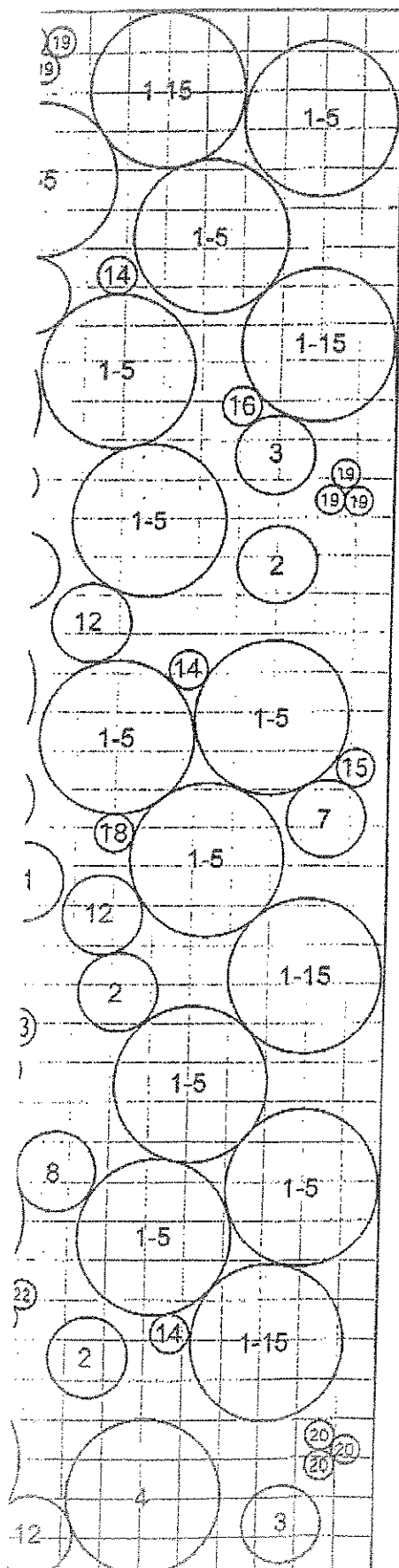
If it is determined that onsite conditions are unsuitable for remedial measures that will establish self-sustainable holly-leaf cherry woodland habitat that complies with performance goals, an alternative mitigation measure will be identified that offsets project impacts at the initial compensatory ratios. Alternative mitigation measures may include exotics removal, habitat creation/restoration at an alternative site(s), participation in an approved mitigation bank, or any other appropriate measure, as approved by the Regional Planning Department and the appropriate resource agencies. Planning, implementation, monitoring, and establishment of any alternative mitigation measure(s) will be the responsibility of SunCal/Tesoro LLC. The selection process for selecting an alternate holly-leaf cherry woodland habitat establishment program and/or restoration site(s) will include an evaluation of soils conditions, proximity to existing native habitats, and non-native weed species coverage.

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LEGEND

Species		Total no. per layout
① Hollyleaf Cherry (<i>Prunus ilicifolia</i>):	5-gallon	40
	15-gallon	15
② Redberry (<i>Rhamnus crocea</i>)		10
③ Squawbush (<i>Rhus trilobata</i> var. <i>pilosissima</i>)		10
④ Mexican elderberry (<i>Sambucus mexicana</i>)		5
⑤ Toyon (<i>Heteromeles arbutifolia</i>)		4
⑥ California scrub oak (<i>Quercus berberidifolia</i>)		4
⑦ Birch-leaf mountain mahogany (<i>Cercocarpus betuloides</i>)		4
⑧ Hoary-leaved ceanothus (<i>Ceanothus crassifolius</i>)		4
⑨ Thick-leaved yerba santa (<i>Eriodictyon crassifolium</i>)		5 4
⑫ Black sage (<i>Salvia mellifera</i>)		5
⑬ Bush monkeyflower (<i>Mimulus aurantiacus</i>)		5
⑭ Golden currant (<i>Ribes aureum</i>)		5
⑮ Pink-flowered currant (<i>Ribes malvaceum</i> var. <i>malvaceum</i>)		5 4
⑯ Heart-leaved penstemon (<i>Keckiella cordifolia</i>)		5
⑰ Southern honeysuckle (<i>Lonicera subspicata</i> var. <i>johnstonii</i>)		10 5
⑱ Prickly phlox (<i>Leptodactylon californicum</i>)		5 3
⑲ Giant wild rye (<i>Leymus condensatus</i>)		20
⑳ Giant needlegrass (<i>Stipa coronata</i>)		30
㉑ Chaparral yucca (<i>Yucca whipplei</i> var. <i>intermedia</i>)		10
㉒ Beavertail cactus (<i>Opuntia basilaris</i>)		10

Note: Mariposa lily bulbs are not shown; bulbs will be located throughout the site at the direction of the Project Biologist

1" = 10'

Area shown is 10,000 square feet (~ 0.23-acre)

Typical Plant Layout

Hollyleaf Cherry Woodland Mitigation Plan

Exhibit 3

Tesoro del Valle Mitigation Program

Benterra
CONSULTING

EXHIBIT B-10

ZONE MAP

CONTROLLER AREA MAP

AREA B

CONTROLLER NUMBER

Controlador No. de Admisión	Tufts	Shrub Campanula	Shrub Rosa	Shrub Orlo	Fine Thomson	Trees	Sistemab	Vine Fence
20205 Tenno del Valle	0	222,280	0	0	0	0	0	0
20206 Tenno del Valle	0	0	4,451	0	0	0	0	0
20207 Tenno del Valle	0	43,249	0	0	0	0	0	0
20208 Tenno del Valle	0	0	202,069	0	0	0	0	0
20209 Tenno del Valle	0	0	43,201	0	0	0	0	0
20210 Tenno del Valle	0	0	130,081	0	0	0	0	0
20211 Tenno del Valle	0	0	124,842	0	0	0	0	0
20212 Tenno del Valle	0	0	143,704	0	0	0	0	0
20213 Tenno del Valle	0	0	58,987	0	0	0	0	0
20214 Tenno del Valle	0	0	49,735	0	0	0	0	0
20215 Tenno del Valle	0	0	91,013	0	0	0	0	0
20216 Tenno del Valle	0	0	50,500	0	0	0	0	0
20217 Tenno del Valle	0	0	186,422	0	0	0	0	0
20218 Tenno del Valle	0	0	186,136	0	0	0	0	0
20219 Tenno del Valle	0	0	43,742	0	0	0	0	0
20220 Tenno del Valle	0	0	240,187	0	0	0	0	0
20221 Tenno del Valle	0	0	177,600	0	0	0	0	0
402A, 42A	0	0	31,815	0	0	0	0	0
42A	0	0	31,815	0	0	0	0	0

<u>Fuel Modification</u>	<u>SQ. FT.</u>
1F	43,336
2F	43,246
3F	81,066
4F	17,637
5F	167,817
6F	122,023
7F	67,272
8F	73,553
9F	107,010
Subtotal	722,961

NAP

44

NAP

COMMERCIAL SITE

NAP

SAN FRANCISCO OFFICE

COMMERCIAL SITE

EXHIBIT MAP
LLAD MAINTAINED
MASTER COMMON AREA
OPEN SPACE LOTS AND LANDSCAPE AREA

RECEIVED
JAN 19 2006
San Gab
Santa Clara Office

EXHIBIT 19

CONTRACTOR STAFFING PLAN

COMPANY NAME 8618 Hasbrouck North Hills, CA 91343		CONTACT NO. 91343		AREA (FACILITIES) North Hills		DEPARTMENT NAME Maintenance		POSITION TITLE		ROVER(S)		WORK SCHEDULE		HOURS WORKED PER DAY		FULL TIME PART TIME		HOURLY RATE		HEALTH INS YES/NO		MON HRS		TUES HRS		WEDS HRS		THURS HRS		FRI HRS		SAT HRS		SUN HRS		COUNTY TOTAL HRS		NON-COUNTY TOTAL HRS		HIRE DATE		TERMINATION DATE	
Opferidge Landscape Inc		8618 Hasbrouck		North Hills		Maintenance		Foreman				7:00-3:30		8		F-T		12.00		NO		0		0		0		0		0		0		0		40							
Hecho Castro								Laborer				7:00-3:30		8		P-T		9.50		NO		0		0		0		0		0		0		0		40							
David Carmona								Laborer				7:00-3:30		0		P-T		9.50		NO		0		0		0		0		0		0		0		40							
Lacio Torres								Laborer				7:00-3:30		0		P-T		9.50		NO		0		0		0		0		0		0		0		40							
Adrian Aguilar Mungia												7:00-3:30		8		P-T		12.00		NO		0		0		0		0		0		0		0		40							

EXHIBIT 20

PROPOSER'S APPROACH TO COMPLETE REQUIRED SERVICES

1. STAFFING PLAN: Indicate the number of employees, their job titles, their responsibilities for the contract work, and the number of hours per week they would be assigned to perform the work. Full-time company employees will be required for work on this contract unless the proposer demonstrates that the use of part-time workers is necessary.

Number of Employees	Job Titles	Responsibilities	Hours per Week
3	Laborer	General Laborer	40
1	Foreman	Crew Leader	45
1	Supervisor	Supervise Crew	20

[JUSTIFICATION OF PART-TIME EMPLOYEES. If staffing section (above) includes any part-time employees, attach a separate piece of paper detailing the justification on why it is necessary to utilize part-time employees. Failure to use full-time employees may result in disqualification.]

- 2a. Describe your operational plan for the scheduling of employees, transportation to the job site, supplying equipment and materials (supplies) and the supervision of employees:

Schedule to remain the same daily - All Full Time Employees Assigned to this project will work on the same project daily. They will ride to work in a company issued Truck daily. Material will be in one yard, Transported to the job via Truck.

- 2b. Describe the scheduling of both on-site supervision and office administrative supervision:

Onsite: Daily Inspections and site visits from Field Supervisor.
Offsite: office Time spent to Run CalSense System and respond to situations.

- 2c. Describe your response time and quality control plan relating to performance problems during both operating/business hours and after/off hours:

operating hours - Radio Communication and Daily Response to Problems
After Hours - Emergency Pager and Automatic Control Systems.

EXHIBIT 20

PROPOSER'S APPROACH TO COMPLETE REQUIRED SERVICES

3. VEHICLES, EQUIPMENT AND MATERIALS. List the vehicles, equipment and materials that your company will use to perform the contract work.

Ford Ranger - 4 person capacity.
 F-150 Truck - 6 Person capacity
 48" Ride on mower - Deck
 36" walk Behind mowers.
 20" mowers.
 Hedge Trimmers
 Back pack Blower
 Back Pack Sprayers
 Weed Eaters
 fertilizer and spreaders

4. SUPERVISION. Show the job titles, names and experience of the key employees responsible for planning, supervising and inspecting the contract work (attach resumes if available).

Position	Name	Experience
Contractor's Contract Representative:	Jason Schulenburg	CRM 10 years
Supervisors:	Victor Valle	operations 30 years
	Victor Valle J.R	AREA manager 2 years
	Alonzo Aguilera	AREA manager 12 years
Others:		

EXHIBIT C

STATE OF CALIFORNIA

GRAY DAVIS, GOVERNOR

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 8th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

P.O. Box 420603
CA 94142-0603

San Francisco



February 22, 2002

**IMPORTANT NOTICE
TO AWARDING BODIES AND INTERESTED PARTIES
REGARDING THE
GENERAL PREVAILING WAGE DETERMINATIONS
FOR THE CRAFTS/CLASSIFICATIONS BELOW THE
MINIMUM WAGE**

In accordance with Labor Code Sections 1770, 1773, and 1773.1, the Director of the Department of Industrial Relations is responsible for determining the prevailing wage rates for each worker employed on public works projects of more than \$1,000.

The minimum wage in California increased to six dollars and seventy-five cents (\$6.75) per hour effective January 1, 2002. The Director's Prevailing Wage Determinations shall not be below the minimum wage. Each employer is required to pay at least the minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the minimum wage. Any and all employer payments required by these determinations must also be paid.

If the minimum wage is increased in the future to an amount above that shown in a prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1

CRAFT: ## LANDSCAPE MAINTENANCE LABORER

DETERMINATION: SC-LML-2000-1

ISSUE DATE: February 22, 2000

EXPIRATION DATE OF DETERMINATION: April 1, 2000* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for the new rates after 10 days from the expiration date, if no subsequent determination is issued.

LOCALITY:	Employer Payments						Straight-Time	Overtime
	Basic Hourly Rate	Health and Welfare	Pension	Vacation	Holiday	Training	Hours Total Hourly Rate	1 1/2X
Imperial	\$5.75	-	-	^a 0.115	0.17	-	8 ^b 6.035	^b 8.91
Inyo, Mono and San Bernardino	5.75	-	-	0.30	0.17	-	8 6.22	9.095
Kern	5.75	-	-	^c 0.16	0.17	-	8 ^b 6.08	^b 8.955
	10.00	-	-	^d 0.27	0.46	-	8 ^b 10.73	^b 15.73
Los Angeles	5.75	0.89	-	^e 0.115	0.14	-	8 ^b 6.895	^b 9.77
Orange	5.75	-	-	^f 0.11	0.11	-	8 ^b 5.97	^b 8.845
Riverside	5.75	-	-	^g 0.20	0.16	-	8 ^b 6.11	^b 8.985
San Diego	5.75	-	-	0.22	0.115	-	8 6.085	8.96
	6.25	-	-	0.24	0.12	-	8 6.61	9.735
San Luis Obispo	7.50	-	-	^k 0.15	0.15	-	8 7.80	11.55
	8.00	-	-	^l 0.16	0.16	-	8 8.32	12.32
Santa Barbara	6.00	-	-	^h 0.12	0.12	-	8 ^b 6.24	^b 9.24
	7.00	-	-	ⁱ 0.13	0.13	-	8 ^b 7.26	^b 10.76
Ventura	5.75	-	-	0.115	0.16	-	8 6.025	8.90
	7.00	2.97	-	^j 0.19	0.26	-	8 ^b 10.42	^b 13.92

Craft is not apprenticeable.

NOTE: If there are two rates, the first rate is for routine work, the second rate is for complex work.

^a \$0.22 after 3 years of service.

^f \$0.22 after 4 years of service.

^b Computation is based on the first years of employment. This rate should be increased by any applicable vacation increase as stated in other footnotes.

^g \$0.40 after 3 years of service.

^h \$0.23 after 2 years of service.

^c \$0.31 after 2 years of service.

ⁱ \$0.27 after 2 years of service.

^d \$0.54 after 2 years of service; \$0.81 after 3 years of service.

^j \$0.38 after 3 years of service.

^e \$0.24 after 3 years of service; \$0.37 after 7 years of service.

^k \$0.29 after 2 years of service.

^l \$0.31 after 2 years of service.

RECOGNIZED HOLIDAYS: Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the Internet at <http://www.dir.ca.gov/DLSR/PWD>. Holiday provisions for current or superseded determinations may be obtained by contacting the Prevailing Wage Unit at (415) 703-4774.

TRAVEL AND/OR SUBSISTENCE PAYMENT: In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. Travel and/or subsistence requirements for each craft, classification or type of worker may be obtained from the Prevailing Wage Unit at (415) 703-4774.

EXHIBIT D

County of Los Angeles - Community Business Enterprise (CBE) Program

Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form

INSTRUCTIONS: All Proposers/Bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: Oakridge Landscape Inc

- ☒ I AM NOT A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bid submission.
- ☐ I AM
- ☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: _____

II. **FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed or color.

Business Structure: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
Total Number of Employees (including owners):						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black / African American						
Hispanic / Latino	1		3		132	2
Asian or Pacific Islander			1			1
American Indian/ Alaskan Native						
Filipino American						
White	1		3	1	1	

III. **PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black / African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian/ Alaskan Native	Filipino American	White
Men	%	10 %	%	%	%	90 %
Women	%	%	%	%	%	%

IV. **CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form if necessary.)

Agency Name	Minority	Women	Dis- advantaged	Disabled Veteran	Expiration Date

V. **DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Authorized Signature: 	Title: <u>President</u>	Date: <u>5-1-06</u>
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California
Department of
Industrial Relations

California
Department of
Industrial Relations

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CERTIFICATION MUST be completed
(See reverse side)

*OTHER - Any other deductions, contributions and/or payments whether or not included or required by prevailing wage determinations must be separately listed. Use extra sheet(s) if necessary

S = STRAIGHT TIME
O = OVERTIME
SDI = STATE DISABILITY INSURANCE

NOTICE TO PUBLIC ENTITY

For Privacy Considerations

Fold back along dotted line prior to copying for release to general public (private persons).

(Paper Size then 8-1/2 x 11 inches)

I, _____, the undersigned, am the
(Name – print)

_____ with the authority to act for and on behalf of
(Position in business)

_____, certify under penalty of perjury
(Name of business and/or contractor)

that the records or copies thereof submitted and consisting of _____
(Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)
of the actual disbursements by way of cash, check, or whatever form to the individual or
individuals named.

Date: _____ Signature: _____

A public entity may require a stricter and/or more extensive form of certification.

QUALITY CONTROL PLAN

- Activities : irrigation monitoring using calsense computers (2) locations are up and running in our office. Customer service logs and follow up (see attached examples.
- Frequency: Daily and weekly reports.
- Title/Level: See attached
- Documented results: See attached

Customer Service Log

Date	Project	Contact	WO #	Problem	Follow-up
4/17	Westridge Valencia 25518 Via Ventana	Sharon Brewster 661-255-2463	94227	Oak tree in common area behind home needs to have some clearing done around as well as bushes around same area that need to be trimmed as well. ASAP	tree bushes are in natural area 4/17
4/17	Andorra at Creekside 27444 Coldwater Dr	Cynthia Caine 661-753-9388	134584	Homeowner says ground cover & planting is dying & spruce as apposed to her neighbors across the street	Per Jr. groundcover looks healthy 4/19
4/17	Andorra at Creekside 24016 Amphora Pl	Rhonda Wood 661-254-8456	134592	Homeowner states that the planting & ground cover located on either side of address is spruce and dying. Replaced and added new plants.	EWA Approved 4/25 job not yet completed
4/18	The Summit 1563 Calle Patricia	Sally Mekhitarian 818-576-9952	N/A	The swale at the bottom of his property is full of landscaping debris. Needs to be cleaned-up ASAP	Cleaned-up swale 4/19
4/18	Westridge Valencia 25627 Mesquite	Kelly Clark 818-799-7379	94231	Two trees are missing in this area that blew over a year ago and need to be replaced so that they are similar to the other trees on the street. Please provide a proposal no later than April 26	EWA pending 4/19
4/18	Westridge Estates 25854 Shady Oak Lane	Mr. Levin	94230	Lawn is turning brown and dying due to lack of water. Water/Controllers need to be turned on	Water turned off by homeowner Water back on now 4/24
4/18	Westridge Estates 25817 Oak Meadow Ln	Braley Gerszt	134699	Homeowner states that the trees in the common area by his home are overgrown they need to be trimmed ASAP	Tree was trimmed 4/19
4/19	Westridge Valencia 25518 Via Ventana	Sharon Brewster 661-255-2463	94237	Home owner is aware that bushes are in natural area. However, she is reporting that there is one bush in particular behind her back fence....(W.O. 94227)	Bush was trimmed 4/21
4/19	Creekside Community 27720 Summer Grove Pl	James B Tod Santillana	134774	Sprinklers on HOA property in front of home aren't turning on. They have not worked since last time gardeners weeded & replaced non working sprinkler heads. Shrubs are dying. Sprinklers @ other homes water up to 3 times a day, timers should be checked it's a waste of water.	Sprinklers were turned on job is completed 4/20
4/20	Westridge Valencia 26109 Shadow Rock	Jo Anne Delle 661-295-9474	94240	Standing water on slope behind home. Very concerned about this, standing water is attracting mosquitos and West Nile Virus concerns him. Take care of ASAP	Out of our area 4/25
4/24	Westridge Valencia 25854 Shady Oak Lane	Jo Anne Delle 661-295-9474	N/A	Moshe Levin has requested that water be turned on and that parkway in front of home be checked**second request**Note: Victor already talked to Jo Anne in regards of this	Water turned back on 4/24
4/24	Westridge Valencia 27279 Valderrama	Jo Anne Delle 661-295-9474	94241	Nancy Norris reported tree in front of home towards cudesac leaning particularly in the wind she's afraid tree will blow over & be lost. Re-stake tree or get it to be supported in some manner	Per Jr. tree grew out that way/not in danger of falling 4/24
4/24	Westridge Valencia 25509 Via Ventana	Jo Anne Delle 661-295-9474	94242	Home owner reported third sprinkler on right side of island between garages 25515/25519 is flooding. Make repairs/adjustments as needed. Tree at home is yellow please check	sprinkler repaired and tree is yellow due to season 4/25
4/24	Seascapes 16729 Calle de Catalina	Sally Mekhitarian 818-576-9952	N/A	Give a bid on taking care of the best at the entry gate to Calle de Marisa. Homeowner says it's a big problem.	Per Jason, we do not maintain this 4/24
4/25	Westridge Valencia 26109 Shadow Rock	Giovanni Santillan	94240	*SECOND REQUEST* Standing water on slope attracting mosquitos. Map shows that Oakridge does maintain property.	Per Jr. map was reviewed and it's confirmed that it's not our area 4/25
4/27	Westridge Valencia 27207 Sycamore Meadow	Jo Anne Delle 661-295-9474	94253	Brown dying patches in front of home as well as in neighbor's front home. Make necessary repairs/adjustments.	Irrigation adjusted/added irrigation time 4/27
4/27	Creekside Community 27823 Summergrove Pl	Anonymous	135375	Sprinkler broken and spraying straight up, when on. Flooding homeowners yard.	Sprayer was trnd towards his way adistd spry trnd opposite direction

Example of Customer Service Log/
Quality Control

Date: _____

Contact:

Phone: _____

Fax: _____

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Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2006)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2006 are less than \$38,348 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2007.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2006 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2006 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2006 and owes no tax but is eligible for a credit of \$824, he or she must file a 2006 tax return to get the \$824 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2007 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2006)
Cat. No. 205991



EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT H
Title 2 Administration
Chapter 2.203 Contractor Employee Jury Service

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

EXHIBIT I

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

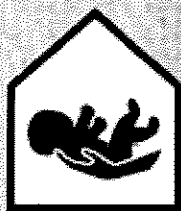
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

EXHIBIT I

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
 - 1. An individual or entity who has a contract with the county:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
 - b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
 - 2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
- E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et. Seq. of this code, entitled Contracting with Private Business.

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

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Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

*Editor's note: Effective three months after the effective date of the Ordinance approval.

2.201.040 Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.
- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate.

2.201.050 Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance; or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

EXHIBIT J
Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter in accordance with Section 2.202.040 of this code.

2.201.090 Exceptions.

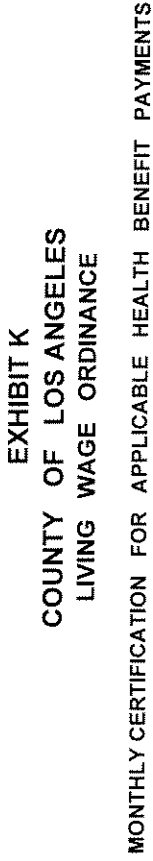
- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
 - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
 - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
 - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
 - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.)



MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

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**EXHIBIT L
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____ on the _____;
(Company or subcontractor Name) (Service, Building or Work Site)
that during the payroll period commencing on the _____ day of _____, and
(Calendar day of Month) (Month and Year)
ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)
have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

- ☐ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

- ☐ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.

Print Name and Title

Owner or Company Representative Signature:

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.



EXHIBIT M
COUNTY OF LOS ANGELES
NOTICE TO EMPLOYEES
COUNTY OF LOS ANGELES LIVING WAGE ORDINANCE

This employer is a contractor with the County of Los Angeles. This contract is subject to the Living Wage Ordinance (LWO) established by the Board of Supervisors (Los Angeles County Code Chapter 2.201). If you are a full-time employee and perform any service to the County under this contract, you must be paid a "living wage" for the hours you work on the County contract.

THESE ARE YOUR RIGHTS. . .

Living Wage

If you are a full-time employee, you must be paid no less than either of the two Living Wage rates:

- a) You must be paid not less than the living wage rate of \$9.64 per hour and your employer must pay at least \$2.20 per hour towards health benefits, **OR**
- b) You must be paid not less than the living wage rate of \$11.84 per hour:
 - The \$11.84 per hour rate must be paid to you if your employer does not provide you with health benefits, **or** if your employer pays less than \$2.20 per hour towards your health benefits for you.
 - The \$9.46 per hour rate includes \$2.20 per hour to enable you to purchase health benefits on your own, if you so choose. If you need help finding a health plan, your employer may be able to assist you.

Retaliation

You cannot be transferred, demoted or terminated because you reported violations of the Living Wage Program. All acts of retaliation can be reported to the Office of Affirmative Action Compliance by calling the Living Wage Hotline.

Worker Retention

If the County of Los Angeles terminates its contract with your current employer before the contract's expiration date and enters into a new contract with another contractor for the same service, you may be eligible to continue working as an employee of the new contractor for a period not less than 90 days following the start of the new contract.

Federal Earned Income Tax Credit

You may be eligible to apply for the Federal Earned Income Tax Credit and receive an annual monetary amount established by the IRS if you qualify. Application forms are available from your employer or by contacting the Internal Revenue Service at (800) 829-3676.

You May Report Living Wage Violations to:

County Department Administering this Contract

County Department Phone Number

OR

Office of Affirmative Action Compliance
Living Wage Hotline
(888) 550-WAGE OR (888) 550-9243



EXHIBIT M CONDADO DE LOS ANGELES

AVISO A LOS EMPLEADOS SOBRE LA ORDENANZA DE SALARIO DIGNO DEL CONDADO DE LOS ANGELES

Este empleador es un contratista del Condado de Los Angeles. Este contrato está sujeto a la Ordenanza de Salario Digno (LWO) establecido por la Junta de Supervisores (Código del Condado de Los Angeles, Capítulo 2.201). Si usted es un empleado de jornada completa y presta algún servicio para el Condado conforme a este contrato, se le debe pagar el “salario digno”, por las horas que trabaja bajo contrato con el Condado.

ESTOS SON SUS DERECHOS...

El Salario Digno

Si usted es un empleado de jornada completa, se le debe pagar no menos de cualquiera de los dos Salarios Dignos identificados:

- a) Se le debe pagar no menos del salario digno de \$9.64 por hora, y su empleador debe pagar al menos \$2.20 por hora en beneficios médicos, **O**
- b) Se le debe pagar no menos del salario digno de \$11.84 por hora:
 - Se le debe pagar un salario digno de \$11.84 por hora si su empleador no provee beneficios médicos, **o** si su empleador paga menos de \$2.20 por hora por sus beneficios médicos.
 - El salario digno de \$9.64 por hora incluye los \$2.20 por hora que le permite a usted adquirir beneficios médicos por su cuenta, si así lo dispone. Si necesita ayuda para encontrar un plan de salud, su empleador podría asistirle.

Represalias

Es prohibido que se le transfiera, se le asigne a un puesto inferior o se le despidan por denunciar infracciones con la Ordenanza de Salario Digno. Todo acto de represalia se puede reportar a la Oficina de Acción Afirmativa a la línea telefónica designada para asuntos del salario digno.

Continuidad en el Empleo

Si el Condado de Los Angeles termina el contrato con su actual empleador antes de la fecha de caducidad del mismo y contrata a otra empresa para el mismo servicio, usted posiblemente tendrá el derecho a trabajar con el nuevo contratista, como mínimo durante los primeros 90 días del nuevo contrato.

Crédito Federal Impositivo sobre Ingresos Salariales

Usted puede solicitar el Crédito Federal Impositivo sobre Ingresos Salariales y recibir una compensación monetaria establecida por el Servicio de Impuestos Internos (IRS) al año si reúne los requisitos para calificar. Para recibir el formulario, comuníquese con su empleador o al IRS al número gratuito (800) 829-3676.

Para hacer denuncias sobre infracciones a la Ordenanza de Salario Digno favor de llamar a los siguientes teléfonos:

Nombre del Departamento del Condado que administra este contrato

Número de teléfono de dicho departamento

Oficina de Acción Afirmativa
Línea Directa para Quejas sobre el Salario Digno:
(888) 550-WAGE - (888) 550-9243